The Solicitors' Journal
and Weekly Reporter
(ESTABLISHED IN 1857.)
LONDON, NOVEMBER 1, 1913.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:
£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

An Additional K.C.

THE NAME of Mr. CECIL HENRY WALSH was omitted from the official list of new King's Counsel published recently, and was omitted, therefore, from the list which we gave last week. Mr. WALSH, who has been known as a very reliable and capable junior, was called in 1885, and belongs to the Oxford Circuit.

The Annotated Conveyancing Bill.

THE Conveyancing Bill has now been reprinted with annotations, and is to be obtained at Messrs. WYMAN & SONS (Limited), Fetter-lane, E.C. We understand that the Real Property Bill will shortly be ready in the same form, and that it will have prefixed to it the Explanatory Statement to which we recently referred (57 SOLICITORS' JOURNAL, 832). The perusal of these documents will be found to be extremely interesting, and we do not remember any other instance of such pains being taken to explain the details and probable effect of projected legislation. We hope to take up next week the portions of the Bills dealing with registration of title, and to explain and comment on their provisions as concisely as possible.

Eliminating the Lawyer.

THERE APPEARS to be no additional information as to how the land policy of the Government is likely to affect land transfer, and we do not suppose that the matter will be further developed for some time. We assume that the only changes at present in contemplation, apart from the Lord Chancellor's Bills, are the transfer of the Land Registry Office to the Board of Agriculture, if this should be reconstituted as a Land Department, and the transfer to that department of the administration of the Settled Land Acts as regards improvements. We are told that the lawyer is to be eliminated, but this is an old story. The lawyer exists to make the complicated wheels of society run smoothly, and the only way of eliminating him is to revert, with ROUSSEAU, to a state of nature. Nor are we impressed with the suggestion that the Chancellor of the Exchequer may find employment for his land valuers as assistant registrars under universal registration. Simplify it as you will, the law of land transfer will

necessarily remain a matter for experts. None of these vagaries should divert attention from the serious problems involved in Lord HALDANE'S Bills.

Corporations as Custodian Trustees of Charities.

AN INTERESTING question as to the appointment of corporations as custodian trustees has been decided by SARGANT, J., in *Re Cherry* (*Times*, 24th ult.). Under section 2 of the Public Trustee Act, 1906, which defines the general powers and duties of the Public Trustee, that official is prohibited (sub section 3) from accepting any trust "exclusively for religious or charitable purposes." Under section 4 he can be appointed custodian trustee, and sub-section 3 applies the provisions of the section to "any banking or insurance company or other body corporate entitled by rules made under this Act to act as custodian trustee," and empowers them to charge. In the above case the question was raised whether the prohibition of section 2 against the acceptance of charitable trusts applied to a corporation which was appointed custodian trustee under section 4. A body called the "Trustees for Wesleyan Methodist Chapel Purposes (Registered)" had been incorporated by certificate of the Charity Commissioners in pursuance of the Charitable Trusts Incorporation Act, 1872, and in January last they were appointed custodian trustees of a legacy left for the repair of a chapel. But the Charity Commissioners appear to have been alarmed at this new development, and they raised questions as to the legality of the appointment. SARGANT, J., however, saw no reason for applying to such a body the restriction against accepting charitable trusts, and he affirmed the validity of the appointment. Probably this means that each denomination will have its own corporate trustee for all charitable funds held in its favour, and the scope of the Charity Commissioners' activities may be restricted. But they will still, we presume, retain their general jurisdiction over the charities, with the right to receive accounts, and the decision appears to be convenient.

The Rights of Preference Shareholders.

THE ARTICLES of association or the resolutions under which preference shares are created as a rule define exactly the rights of the preference shareholders, both as regards dividend and capital. The shareholders are to have a cumulative preferential dividend at the specified rate, and also, in a winding-up, a preferential right to repayment of capital, but no further right to participate in profits or assets. In *Will* v. *United Lankat Plantations Co.* (reported elsewhere), however, which has just been decided by the House of Lords, the resolution creating preference shares, while it gave a cumulative preferential dividend of 10 per cent., and also priority as to capital, did not expressly exclude any further participation in profits. The preference shareholders had their 10 per cent., and the ordinary shareholders also had the same, and the preference shareholders contended that they were then entitled to share rateably with the ordinary shareholders in the surplus profits. JOYCE J., allowed this contention, but he was reversed by the Court of Appeal (56 SOLICITORS' JOURNAL 648; 1912, 2 Ch. 571), and the House of Lords have affirmed the Court of Appeal. This is upon the ground that the resolution creating the shares contained the whole bargain with the preference shareholders and debarred them from sharing in profits beyond the 10 per cent. JOYCE, J., on the other hand, considered that after the ordinary shareholders had had the same dividend the equitable principle of equality applied; but the preference shareholders, it seems, come in under a special bargain, and they cannot have more than the bargain gives them.

Pari Passu Debentures in Winding-up.

THE EQUITABLE principle of equality seems at first sight to have been also set aside in *Re Midland Express* (*Limited*) (*Times*, 28th ult.), where the Court of Appeal affirmed the judgment of SARGANT, J. The company, which was in liquidation, had issued debentures ranking in the usual way, *pari passu*. Before the liquidation certain of the debenture-holders had received interest down to a later date than the others. On realizing the assets there was not sufficient to pay principal and arrears of interest in full. In the ordinary course the interest due on each debenture would be calculated down to the date of the master's certificate, and the total amount found due to each holder for principal and interest would rank rateably against the fund. But the debenture-holders who had been left out in the payment of interest objected. This would mean that some of the class would get more interest than others, whereas it was the condition of the debentures that they were to rank in all respects equally. But SARGANT, J., and the Court of Appeal have rejected this contention upon a ground which appears somewhat technical. While the company was a going concern it had a right to use its assets in paying interest, and the debenture-holders who were so paid had a right to receive the interest; and when liquidation came and the charge crystallized, they were then entitled to rank *pari passu* with the other debenture-holders for whatever was due to them. The reasoning is ingenious, but, with deference, we question its soundness. The principle of the *pari passu* charge requires that underpaid holders shall be brought up to the position of the paid holders before there is any further distribution.

Exemplary Damages.

THERE ARE certain cases in which our law permits a plaintiff who has been the victim of a tort to recover a greater sum in damages than is sufficient to compensate him for the wrong done; in fact, he does not receive compensation for the injury, but *solatium* for any insult and outrage to his feelings which the wrong complained of has occasioned him. The usual cases in which such exemplary or vindictive damages, as they are alternatively called, are granted nowadays by indignant juries are cases of seduction and malicious prosecution; but there are two historical cases in which heavy damages of this kind have been recovered for much less heinous acts of "insult and outrage." Thus in *Merest* v. *Harvey* (1814, 5 Taunton, 442), the court sustained a verdict for £400 recovered by a landowner, whose sporting rights had been deliberately violated by another in sheer defiance. Again, in *Huckle* v. *Money* (1763, 2 Wils. 205), the court upheld a verdict of £300 given by a jury to a plaintiff illegally arrested under a general warrant. The plaintiff had been civilly treated during his six hours of detention; in fact, he had been "entertained with beefsteak and beer;" but the wrong was "a most daring public attack made upon the liberty of the subject." This precedent seems to have been followed by the jury who have just awarded to a bookmaker £500 for illegal entry on his premises and arrest by the police (*Webb* v. *Hamilton*, *Times*, October 25, 26). The police had kept a watch upon his premises, No. 19 in a certain street, and obtained a warrant authorizing them to enter and search the same; but by some mistake No. 17 was inserted in the warrant as the number of the house. They in fact entered and searched No. 19, but the technical error invalidated their action, and made it a trespass which the jury penalized in the way we have described, though we do not at present see why the case was one for more than nominal damages.

A Trustee's Power to Appropriate.

THE DECISION of ASTBURY, J., in *Re Cooke's Settlement* (1913, Weekly Notes, p 284) deals with an important point as to the power of trustees to appropriate part of the trust property to answer a settled share of the trust funds. The rule appears to be that where the settlement is by way of trust for sale, the trustees have, as a necessary consequence, a power to allot in *specie* to any beneficiary who desires so to take his share and is absolutely entitled. The principle, as was pointed out by BUCKLEY, J., in *Re Beverley* (1901, 1 Ch. 681), is that the trustee is not bound to go through the form of first converting the property into money, and then giving to the beneficiary the money which he may desire immediately to reinvest in the property sold. The trustee must, indeed, act *bona fide* in making the division and proceed upon a proper mode of valuation: but if he does so, the beneficiary to whom a specific appropriation has been made is not liable to refund in the event of a subsequent depreciation of the residue of the estate, leaving the remaining shares deficient: *Re Lepine* (1892, 1 Ch. 210). When, however, the allotment is made, not to a beneficiary absolutely entitled, but in

satisfaction of a settled share, another consideration arises, and it is essential that the specific property shall be in a state of investment suitable to be held as part of the settled share. Where the settlement (including in this term a will) gives express power to retain existing investments, then these become authorized investments for the purpose of the settlement generally, including the investments of settled shares. A general power, said Lord WATSON in *Fraser* v. *Murdoch* (6 App. Cas. p. 877), to retain stocks in which the testator has already invested does not differ in its scope from a general power to invest in the stocks. Hence retained investments become authorized investments, and the tenant for life is entitled to take the income in specie: *Re Bates* (1907, 1 Ch. 22).

Effect of Trust to Sell at Discretion.

IN THE present case of *Re Cooke's Settlement* (*supra*), a marriage settlement of leasehold houses, some or all of which were subject to mortgages, was made by way of trust for sale. There was no express power to postpone the sale, but the trust was to sell as and when the trustees in their absolute discretion should think fit. There was difficulty in realizing the property, and, upon the death of the husband and wife, the trust funds became divisible among their children in seven shares, one of which was settled, while the remainder belonged to persons absolutely entitled. The settled share was held on trust for F for life, then for his children, and in default of children, to follow the remaining shares. F was married, but had no children. He was fifty six years old, and his wife a few years younger. In *Re Brooks* (76 L. T. 771), where there was a trust for sale, with power to retain investments, STIRLING, J., in accordance with *Fraser* v. *Murdoch* (*supra*), treated retained investments as authorized investments, and allowed them to be allotted in satisfaction of settled legacies. To make these authorities applicable to the present case, it was necessary to construe a trust to sell, when the trustees in their absolute discretion should think fit, as equivalent to a power to retain the property in specie. Now, it has always been extremely doubtful what is the real effect of directing trustees to sell at their discretion. In *Sculthorpe* v. *Tapper* (13 Eq. 232), where a testator directed his trustees to sell immediately after his death, or so soon as they might see fit to do so, MALINS, V.C., held that this did not extend the usual year for sale; but in *Re Norrington* (13 Ch. D. 654), it was pointed out that the testator in fact contemplated a speedy sale, and the decision does not seem to fetter trustees where they have a real discretion vested in them. In principle, the distinction is very fine between a trust to sell when the trustees think fit, and a trust to sell, with power to retain the property unsold. In the present case, ASTBURY, J., appears to have decided that the distinction was too fine for practical purposes, and his decision is both new and useful. In sanctioning the proposed appropriation he relied, indeed, on the special circumstances—the difficulty of realization and the age of the tenant for life—but this was only after he had held that he had jurisdiction to allow the appropriation; in other words, that the trust to sell at discretion was equivalent to a power to retain unsold, and made the incumbered leaseholds an authorized investment. So, at least, we read his decision.

County Court Judges and the Rule of Law.

EVERY READER of Professor DICEY'S classic treatise on the Law of the English Constitution remembers the striking series of chapters in which that learned author points out the existence in England of the juristic principle which he names "The Rule of Law." No subject is above the law, he observes, and every subject is entitled to demand the determination by a competent court of law of any action he may enter therein. These principles seem to have been momentarily overlooked by the learned judge of the Manchester County Court when he refused to hear a plaint entered in that court last June, with the result that a rule absolute has just been made against him in *R.* v. *Judge Mellor and Royal London, &c., Insurance Company, ex parte Bickerton* (*Times*, 21st ult.). BICKERTON, the plaintiff, brought an action in the High Court, by especially indorsed writ, to recover £41 against the defendant company. Now, by section 65 of the County Courts Act, 1888, where an action of contract not exceeding £100 in amount is pending in the High Court, a Judge in Chambers—this expression includes a Master or a District Registrar (R. S. C. ord 54, r. 12; ord. 35, r. 6; *Walsh* v. *Smith*, 30 L. T. 304)—can remit the action to be tried "in any court in which the action might have been commenced or in any court convenient thereto"; and when so remitted to a county court the action proceeds these just as if the writ had been a plaint note for the same amount. Acting in pursuance of the powers conferred by this section Master BONNER remitted the action to the county court of Manchester. But the county court judge there, for reasons which it is unnecessary to enter into, entertained doubts as to whether the action could have been commenced in his court, and therefore as to whether the order was valid. As a matter of fact, however, it has been decided that, even if the order is made without jurisdiction, no objection on that ground can be taken in the county court: *Dierken* v. *Philpot* (1901, 2 K. B. 380). The proper course, if a party to the action objects to the order, is for him to appeal against it in the High Court; if the judge objects to the order on the ground of want of jurisdiction, he should adjourn the case and report the matter to the High Court: *Reg.* v. *Stonor* (50 L. T. 97). Instead of taking this course, Judge MELLOR simply refused to try the case, and gave as his reason, not the want of jurisdiction, but the fact that his court had more work to do than the Liverpool County Court, so that the latter was the more "convenient" forum for trial of the action. Such a course is clearly wrong; an order of the High Court must be respected and obeyed by a county court judge as well as by non-judicial persons. Indeed, section 131 of the County Courts Act, 1888, expressly provides for the issue of an order in lieu of *mandamus* against a county court judge who refuses to perform any of his judicial duties, and empowers the High Court to enforce it by an order for attachment and an order in respect of costs. In the present case, a rule under this section was made by the court, with an order that the judge pay the costs. It may be mentioned that, where the duty is one imposed on the judges by a special statute, and not under the County Courts Acts, the remedy is not under section 136, but by *mandamus*: *Re Brighton Sewers Act* (9 Q. B. D. 723).

Contempt by Headlines.

THE MORAL of *R.* v. *Astor and Madge* (*Times*, 20th ult.) seems to be that newspapers may commit contempt of court, not merely by commenting on a *lis pendens*, but also by reporting its preliminary proceedings prior to the trial if the publication of facts so reported is calculated to prejudice the fair hearing of the case. Incidentally, SCRUTTON, J., laid down some interesting rules as to the circumstances within which even an accurate and impartial report of such preliminary proceedings may "interfere with the course of justice" so as to make for contempt. The actual facts of the cases were very simple. Last May, while a criminal indictment against Mr. CECIL CHESTERTON in connection with the Marconi affair was awaiting trial, two shareholders in the English Marconi Company issued a writ in respect of half-a-million American Marconi shares, which had been dealt with by Mr. GODFREY ISAACS, the prosecutor of Mr. CECIL CHESTERTON. The *Pall Mall Gazette* and the *Globe* newspapers published on the same day notes of the facts relating to both proceedings—the *Globe* in different parts of the paper, but the *Pall Mall Gazette* in the same column, and preceded by a headline which ran: "£1,000,000 Marconi Action. Writ Issued. Extraordinary Case. Mr. CECIL CHESTERTON on Trial. The Libel Charge." The editor of the *Pall Mall Gazette*, in his affidavit in reply to a *rule nisi* against him and others for contempt, stated that the publication together, under a joint heading, of news relating to both civil and criminal proceedings was not intended to prejudice the case, but merely as an effective mode of calling the reader's attention to all the contents of the column which comprised both items of news. The court held, however, that this mixing up of civil with criminal proceedings amounted to contempt, and ordered the *Pall Mall Gazette* to pay the plaintiff's costs. The rule against the *Globe* was discharged, because it had published the items in separate parts of the newspaper. SCRUTTON, J., in an interesting judgment, drew a distinction between the report of a trial and

that of the preliminary proceedings. Publication of the former, if accurate, is always privileged; but publication of facts transpiring in court during the preliminary proceedings must not include anything calculated to prejudice the hearing in the minds of possible jurymen; otherwise it is contempt. A statement of claim alleging fraud, or an affidavit supporting a petition for winding up a company on the ground of fraud, he said, ought not to be published. Neither should a writ making similar allegations. Nor should civil and criminal proceedings between the same parties be published in contiguity to one another. It is true that in all these cases the report is simply an accurate statement of facts, namely, that certain legal documents have come into existence; but the contents of those documents have not been established and ought not to be published.

Trespass to Abate a Nuisance.

IF WE have rightly appreciated the argument for the defence in *Kirby* v. *Messrs. Chessum and Commissioners of His Majesty's Works* (*Times*, 15th ult.), that argument seems to have consisted of a very ingenious attempt to fuse together two inapplicable principles into a colourable new principle, which, if sound, would be applicable. The facts of the case are simple, but a little novel. Messrs. CHESSUM, a firm of builders, acting as contractors for the Commissioner of Works, were engaged in erecting a Branch Post Office on land contiguous to the plaintiff's premises. Their work, it would seem, threatened to endanger the support of plaintiff's house, whereupon, with the best possible intentions, the defendants proceeded to remove the soil under one of his walls and replace it with a durable foundation of brickwork and concrete. This, in fact, strengthened the plaintiff's foundations, but it was done without his consent, and amounted to a technical trespass. Upon an action brought by him, claiming damages for the trespass, the defendants raised the ingenious plea to which we have referred. They claimed that the unsupported state of the plaintiff's wall (caused by their own operations) was a source of danger to their own premises and the safety of their own workmen; hence they had a right to enter on his land to abate that nuisance, since such entry was necessary to avert the danger! This doctrine they based on *Cope* v. *Sharpe* (No. 2) (1912, 1 K. B. 496), the case in which a tenant of sporting rights entered on the lands over which his easement lay, and lit a fire there in order to check a greater fire which threatened to destroy his coverts. Now, of course, any occupier of land is entitled to abate a nuisance on his neighbour's land which disturbs him in the enjoyment of his own, *e.g.*, cutting off overhanging branches or digging out roots spreading into his soil: *Lemmon* v. *Webb* (1895, A. C. 1). But equally, of course, such nuisance means a nuisance committed by the neighbour; one cannot oneself cause a nuisance, and then claim a right to trespass upon neighbouring property in order to abate it. It is true that, where the nuisance is the act, not of the neighbour but of a third party, for which he is not responsible in tort, the same right exists; but only after notice to the neighbour, and a request to him that he himself will abate it: see *Sarby* v. *Manchester and Sheffield Railway Co.* (1869, L. R. 4 C. P. 198). The refusal to do so amounts to an adoption by him of the nuisance. Again, it is true that one has a right to trespass on a stranger's land when necessary to save one's own life or property; one may pull down a house to prevent the spread of a fire: *Maleverer* v. *Spink* (1538, Dyer, 35*b*, 36*b*. But such necessity must not be the result of one's own wilful conduct. Each of these principles, therefore, is really irrelevant, and the combination of the two in one plea does not help the matter.

At Rochdale Police Court, on the 22nd ult., William Tomlin, Lambeth, was charged with stealing jewelry, and Ernest Sanders, watchmaker, Rochdale, with receiving. Mr. Roe Rycroft, a Manchester barrister, in addressing the court on behalf of Sanders, said that on his own admission Tomlin was the thief, whereupon Tomlin leaned over the side of the dock and struck Mr. Roe Rycroft a violent blow with his clenched fist on the back of the neck, declaring at the same time that he would not be called a thief by any man. Mr. Roe Rycroft was stunned by the blow, but suffered no serious injury. Tomlin was removed to the cells during the remainder of the hearing. The prisoner Sanders was discharged. Tomlin, who has several times been convicted in London for theft, was committed for trial at the sessions.

Interference with Rights of Ferry.

TWO cases have recently been before the courts relating to the law of ferries, viz., *Earl of Dysart* v. *Hammerton & Co.* (1913, W. N. 125), before WARRINGTON, J., and *General Estates Co. (Limited)* v. *Beaver* (1913, 2 K. B. 433), before PICKFORD, J. In the first mentioned case the learned judge held that no wrongful disturbance of the ferry owner's rights had taken place. In the second case the court granted an injunction on the ground that the rights of ferry were being interfered with. It is proposed in this article to consider the authorities on the question what is, and what is not, a wrongful disturbance of a ferry.

A right of ferry, where it is not based on statutory provisions—in which case it is generally in the nature of a statutory easement—is a hereditament, and a very peculiar form of property. It exists as a franchise actually granted, or, as in many cases of ancient ferries, presumed to have been granted by the Crown in exercise of its royal prerogative. It is nothing more nor less than a monopoly, for the effect of the grant is to monopolize the right, in favour of the grantee, of carrying persons across rivers: see *Hopkins* v. *Great Northern Railway Co.* (1877, 2 Q. B. D. 224, at p. 230, *per* MELLISH, L.J.)

The grant and the exercise of the franchise work for the common benefit of the grantee and the public in general. Notionally, on the grant of a franchise of ferry there is a bargain between the Crown, acting on behalf and for the behoof of its subjects at large, on the one part, and the grantee acting for himself on the other. It proceeds on the economical basis that unless all fear of competition be removed it would pay no one to maintain a regular service of boats. The advantage to be gained by the public is obvious. "The first grantee of the ferry," said MELLISH, L.J., in *Hopkins* v. *Great Northern Railway Co.* (*supra*, at p. 231), "is supposed to have represented to the Crown that it would be for the public advantage that a ferry should be established in the particular locality, and then, in consideration of the grantee undertaking perpetually to keep up the ferry, the Crown has granted to him the exclusive right of ferrying within certain limits."

But there is a *quid pro quo* for the grant of this monopoly. The Crown insists, or is supposed to insist, on the grantee maintaining a proper service of boats. This is the compensation for the derogation of the common right which the grant of the monopoly involves. The owner of the ferry is placed under the obligation of always providing proper boats, with competent boatmen, and all other things necessary for the maintenance of the ferry in an efficient state and condition for the use of the public: and this he is bound to do under pain of indictment: see *per* KINDERSLEY, V.C., in *Letton* v. *Goodden* (1866, L. R. 2 Eq. 123, at p. 131).

Sometimes a distinction is drawn between what is described as a "point-to-point" ferry, and what is called a "vill-to-vill" ferry. It seems doubtful, however, whether this is not merely a distinction without a difference. Every ferry is granted in respect of some traffic across a river. From the nature of the case the *terminus* of the ferry on either bank must be at some spot to which the public may approach. Hence the statement that a ferry is merely the watery link between two highways. Lord ABINGER in *Huzzey* v. *Field* (1835, 2 C.M. & R. 432, at p. 442) described a ferry as a public highway of a special description, having its *termini* in places where the public have rights. It is to be observed, however, that in many instances of ancient grants of ferry rights there is an apparent latitude given as regards the places between which the ferry is to ply. Instances of this occur in cases of the so-called vill-to-vill ferries. It was apparently the opinion of the Court of Common Pleas, in the important ferry case of *Newton* v. *Cubitt* (12 C.B. (N.S.) 32), that such a grant would authorize the ferry to ply from several points in the one vill to several points in the other. Thus WILLES, J., in delivering the judgment of the Court observed: "A ferry exists in respect of persons using a right of way, where the line of way is across water. There must be a line of way on land coming to a landing-

place on the water's edge . . . or, where the ferry is from or to a vill, from or to one or more landing-places in the vill."

It seems a reasonable deduction, having regard to the difficulties to which the opposite view would lead, that the so-called vill to-vill ferries were granted, not as rights extending over wide areas of the stream or river, but rather as rights to carry the traffic between the one vill and the other. In the first place it is to be remembered that in early times traffic was largely confined to traffic between neighbouring towns and villages. Secondly, convenience itself would require something in the nature of a defined and notorious route. Thirdly, the landing places, which, as we have seen, could only be in places where the public had a right of highway, would necessarily be limited in number. In short, in granting franchises of ferries between vill and vill, or between any similar district and another, the framers of the grant in all probability had in view the traffic to be served by the grantee, rather than the bestowal of any wide option on the grantee as to the places where he would land or embark his passengers. The reader will appreciate the difficulties to which the opposite view would lead if he peruses the case of *Pim* v. *Currell* (1840, 6 M. & W. 234), and the judgment of KENNEDY, J., in *Cowes Urban Council* v. *Southampton, Isle of Wight and South of England Royal Mail Steam Packet Co.* (1905, 2 K. B. 287).

The most difficult aspect of the law of ferries is the notional connection between the franchise and the traffic which its exercise was intended to serve. It may be laid down as a broad proposition of ferry law that to diminish the traffic of the ferry without the authority of Parliament is an actionable wrong inflicted on the ferry owner: see *Huzzey* v. *Field* (*sup.*); *Newton* v. *Cubitt* (*sup.*). But this proposition must be qualified by another, namely, that the affording of a totally different means of transit for the traffic is not a wrongful interference, even though the result is to put an end to the use of the ferry. A striking example of the application of this second proposition is to be found in the case of *Dibden* v. *Skirrow* (1908, 1 Ch. 41). In that case the plaintiff claimed to be the owner of an ancient boat ferry across the river Wye in Gloucestershire. This ferry connected two highways, and, unless the ferry was utilized, a detour had to be made up the river to a bridge six miles distant from the ferry. Certain landowners erected a bridge which for the first time made vehicular traffic possible from one side of the river to the other at the spot where the ferry was situated. The result of the erection of this bridge was that no further custom was forthcoming for the ferry owner. The Court of Appeal held that no wrong had been committed in respect of the ferry. (See also *Hopkins* v. *Great Northern Railway Co.*, *sup.*).

Reverting to the first of the two propositions just laid down—before it can be predicated that there has been a diversion of the traffic, it is necessary to ascertain in every case what the traffic is that the ferry franchise was originally granted to monopolize. This is generally a question of considerable difficulty. When the nature of a ferry franchise is examined in the light of the whole code of decisions relating to ferry law, the question seems many times more important than any question as to the points of the *termini*. Numerous cases occur of so-called point-to-point ferries being wrongfully disturbed by persons carrying passengers to and from points not coinciding with the *termini* of such ferries. Thus, in *Blisset* v. *Hart* (1744, Willes 508), the plaintiff recovered in an action on the case against the defendant for setting up another ferry over the same river near the plaintiff's ferry and ferrying persons and horses over the same river. In *Huzzey* v. *Field* (*supra*, at p. 442), Lord ABINGER pointed out that if anyone should construct a new landing place at a short distance from one *terminus* of the ferry, and make a practice of carrying passengers over from the other *terminus* and of landing them at the new landing place so as to allow them to pass to the same highway upon which the old ferry was established, before the highway reached any town or vill, there could be no doubt that such an act would be an infringement of the right of ferry, whether the person so acting intended to defraud the grantee of the ferry or not.

The foregoing remarks suffice to shew how important is the question of traffic in ferry law, and that the franchise is, in truth, a right of monopolizing *a traffic*. No doubt, in one respect, the question of the points between which the ferry can rightfully ply has its importance. But it is to be observed that, in almost all cases where the Crown's grant is forthcoming, there is a latitude with regard to the exact whereabouts of these points, and the grant is focussed on the traffic to be served, rather than on the *termini* of the ferry. In prescription cases it is otherwise. Prescription ferries are almost always point-to-point ferries. Thus *Trotter* v. *Harris* (1828, 2 Y. & J. 285), *Huzzey* v. *Field* (*supra*), *Dibden* v. *Skirrow* (*supra*), *Hopkins* v. *Great Northern Railway Co.* (*supra*), *The Queen* v. *Cambrian Railway Co.* (1871, L. R. 6 Q. B. 422), *Peter* v. *Kendal* (1827, 6 B. & C. 703), and *Blisset* v. *Hart* (*supra*) are all cases of prescriptive claims to ferries, and in each of these cases the right claimed was to a point-to point ferry. On the other hand, the ferries claimed in *Pim* v. *Currell* (*supra*) and the other cases where the actual Crown grant of the franchise, or some document in confirmation of it, has been forthcoming are all vill-to-vill or town-to-town ferries.

This can be readily explained. In prescriptive claims the court must look to the user of the alleged right. In practice, for the reasons given above, there would necessarily be a strong tendency towards the *termini* becoming fixed. Thus the user at the trial is shewn to have been from the point A on the one bank of the river to the point B on the other bank. On this evidence the court upholds a franchise between these points.

It was on the ground that the new ferry, which it was alleged disturbed the plaintiffs' ferry, served a new traffic, that WARRINGTON, J., decided the recent case of *Earl of Dysart* v. *Hammerton & Co.* (*supra*). The plaintiffs claimed a declaration that they were entitled to an ancient ferry across the Thames at Twickenham as from vill to vill, and alternatively as from point to point; and they sought an injunction to restrain the defendants from carrying on a new ferry which the latter had recently instituted about a quarter of a mile distant from the ancient ferry of the plaintiffs. The defence was raised, amongst other things, that the new ferry served a different neighbourhood on both sides of the river and was in respect of a totally new traffic, namely, the traffic created by the opening by the London County Council of Marble Hill Park. The evidence supported this defence. The learned judge made the declaration asked for, but dismissed the rest of the action.

The recent case of *General Estates Co.* (*Limited*) v. *Beaver* (1913, 2 K. B. 433), before Mr. Justice PICKFORD, is even a more interesting one. The plaintiffs claimed in substance a vill-to-vill ferry between Great Yarmouth and Gorleston on opposite banks of the river Yare. They claimed a ferry over the river Yare from the manor or yills or hamlets or towns following, namely:—Gorleston or South Town or Little Yarmouth in Suffolk or one of them to the vill or town of Great Yarmouth in Norfolk on the opposite side of the river, or alternatively across the river at two points known as the "lower ferry" and "the upper ferry." The claim was based on a Crown grant or a grant by way of confirmation dated in the year 1510; and, alternatively, on a lost grant. In substance, therefore, the claim was to a vill-to-vill ferry on an actual grant, or to a point-to-point ferry on a prescription. The defendant had ferried persons across the river between points on either side situated some 400 yards north of the plaintiffs' lower ferry, and he denied that this constituted a disturbance of the plaintiffs' rights, and he set up the defence that he was accommodating a new traffic arising out of the altered circumstances and new conditions created in the towns by the removal of the fishing industry from the beach of Great Yarmouth to the fish wharf on the river, and by the general development of the locality.

PICKFORD, J., decided that the proper inference from the documentary evidence and user was that the grant to the plaintiffs' predecessor in title was a grant of a vill-to-vill ferry and not merely of a point-to-point ferry, whether it was derived from the grant of 1510 or from a lost grant. His lordship further held that the alterations of circumstances did not affect the vill-to-vill ferry, and that the defendant's conduct constituted a wrongful disturbance of it.

Reviews.

Landlord and Tenant.

OUTLINES OF THE LAW OF LANDLORD AND TENANT. SIX LECTURES DELIVERED AT THE REQUEST OF THE COUNCIL OF LEGAL EDUCATION. By EDGAR FOA, Barrister-at-Law. Second Edition. Stevens & Haynes. 6s.

The law of landlord and tenant is a matter of every-day practical importance, and Mr. Foa, who is well known as an authority upon it, has usefully republished the lectures in which some time ago he outlined its principles. These deal with the creation of the tenancy, with rent and its recovery by distress, with covenants, assignment, determination of the tenancy and rights on such determination and under each head Mr. Foa gives a clear and interesting exposition of the relevant doctrines of law. Under "Assignment," for instance, there is the important question of the consent to assignment and the circumstances under which it can be refused, which has been discussed lately in numerous cases, and also of the question of covenants running with the land, as to which *Dewar* v. *Goodman* (1909, A. C. 72) is an important recent decision. And covenants to repair, and the liability for non-repair, have been considered in *Lurcott* v. *Wakeley* (1911, 1 K. B. 905), and *Cavalier* v. *Pope* (1906, A. C. 428), the latter of which has severely restricted the rights of third parties against the negligent landlord.

Books of the Week.

Trade Marks.—The Law of Trade Marks and Trade Names. With Chapters on Trade Secret and Trade Libel, and a Full Collection of Statutes, Rules, Forms, and Precedents. By D. M. KERLY, M.A., LL.B., Barrister-at-Law. Fourth Edition, by F. G. UNDERHAY, M.A., Barrister-at-Law. Sweet & Maxwell (Limited). 35s.

Williams on Personal Property.—Principles of the Law of Personal Property. By the late JOSHUA WILLIAMS. Seventeenth Edition, by T. CYPRIAN WILLIAMS, Barrister-at-Law. Sweet & Maxwell (Limited). 21s.

Workmen's Compensation.—Workmen's Compensation Appeals. The Case Law for the Legal Year 1912-13. By C. Y. C. DAWBARN, M.A., Barrister at-Law. Sweet & Maxwell (Limited). 6s. 6d. net.

Shipping.—The Law relating to Tug and Tow. By ALFRED BUCKNILL, Barrister-at-Law. With an Introduction by BUTLER ASPINALL, V.C. Stevens & Sons (Limited). 3s. 6d.

Central Law Journal, October, 1913. Central Law Journal Co., St. Louis.

Medical Jurisprudence.—Medical Jurisprudence from the Judicial Standpoint. By WM. RAMSAY SMITH, M.D., &c. Stevens & Sons (Limited). 12s. 6d.

Diary.—The Solicitors' Diary, Almanac and Legal Directory, 1914. Waterlow & Sons (Limited).

Pawnbrokers.—The Law of Pawnbroking. By CHARLES L. ATTENBOROUGH, Barrister-at-Law. Second Edition. Jackson, Ruston & Keeson; Stevens & Sons (Limited).

Correspondence.

Conveyancing Practice and Etiquette.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to the letter of "Senex" hereon in your issue of the 18th ult., I would point out that in the 1909 edition of the Law Society's Red Book, Decision 611 lays down, in effect, that the more proper and reasonable practice with regard to requisitions is for the vendor's solicitor to keep the original requisitions and to return a copy with his answers to the purchaser. In spite of this, however, I beg to say that I find myself quite in accord with "Senex," that the reverse practice is the more convenient, and for the same reasons.

Oct. 22. JUVENIS.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I have always held that the proper practice was to return the original requisitions, with the replies upon them. Any other course involves:—

1. The necessity of the purchaser verifying the copy of requisitions returned with his own draft—a trouble to which he should not be put.

2. The original requisitions may be asked for, either in court or elsewhere. To produce them, with the draft replies upon them, which may have been altered, perhaps more than once, before the form of the reply is decided upon, might lead to serious inconvenience; besides, when a judge in court asks to see requisitions, he will not be satisfied with a copy.

For these reasons I have always thought the opinion of the Council of the Law Society erroneous. H. H. B.

Oct. 28.

[It appears that, notwithstanding the opinion of the Law Society, the practice is not uniform. We do not find the matter adverted to in the usual text-books, but we know that those of our correspondents who favour the return of the original requisitions are not alone in that view. It certainly seems to be the proper and convenient course to treat the requisitions as a document on which the vendor is to indorse his replies and then return it (the original) to the purchaser.—ED. *S.J.*]

The Open Road.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to the letter which appeared in your issue of the 6th of September, signed Percy Clark, concerning the "Open Road," I agree with your correspondent that your view of the matter is somewhat hard on the general body of the users of the road, as distinguished from the users of the footpath.

No doubt, in law, the pedestrian has the paramount right of user, but I submit that, in common sense, taking into consideration the altered conditions of traffic nowadays, and the fact that in practically all cases he is provided with a portion of the road for his exclusive use, known as the footpath, it behoves him to take reasonable care on quitting the footpath.

A large percentage of the accidents are caused by the foot passenger leaving the footpath without giving the slightest warning, and without looking where he is going.

Your reference to the verdicts of coroners' juries, I think, confirms my view that common sense demands that the pedestrian must use reasonable care, and that if he does not do so and is the cause of an accident, no blame should be attached to the driver.

As has been pointed out in our newspapers lately, if it were made the rule that pedestrians should keep to the left, instead of the right, the danger of dropping off the kerb and being run into from behind would be considerably lessened. Of course many other examples of careless user of the open road by pedestrians might be given, but space forbids, *e.g.*, walking in the middle of the road, instead of on the footpath, at night, which is quite a common, but none the less dangerous, practice in the country.

I may say I hold no brief for the road hog or careless driver, who is a nuisance and danger, not only to pedestrians, but to every other user of the open road. E. S. J.

Oct. 22.

[We are glad to receive our correspondent's letter, especially since he criticizes our own views, but does he not rather narrow the subject by referring to footpaths? Cyclists have not the use of footpaths, and, in fact, footpaths are restricted to the neighbourhood of towns and villages. We referred last week to the "tragedies of the countryside," and we used the term advisedly, in order to call attention to the growing lists of deaths, largely of children and cyclists. The cause is the introduction of a new mode of locomotion, which, when carried on at high speeds, is used almost solely for purposes of pleasure. Of course there are exceptions, as in the use of cars by doctors, but they are limited. The case is quite different from the numerous deaths in factories and mines and on railways. However regrettable, these are incident to human industry and business, and all that can be done is to eliminate processes which are unduly perilous, and to use all means to reduce the risks of accidents generally. But killing by motor cars, until proper restrictions are introduced, can only be dealt with by the law of manslaughter. Our complaint has been that the persons charged with the administration of the law have not made it efficient. Our correspondent will find the same view stated very forcibly in a letter of Mr. Arnold Lupton in last week's *Nation*. We have no desire to put the case vindictively, but the point is that the killing, as it has taken place lately, must be stopped.—ED. *S.J.*]

Re National Insurance Act and the Liability of Employers.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In reply to "A Country Practitioner's" letter in your issue of the 25th inst., the point he raises was settled in *Elliott* v. *Liggens* (1902, 2 K. B. 84; 71 L. J. K. B. 483; 50 W. R. 524; 87 L. T. 29), where wages were claimed although the plaintiff had received compensation under the Workmen's Compensation Act.

In that case the plaintiff relied upon *Cuckson* v. *Stones* (1859, 7 W. R. 134; 28 L. J., Q. B. 25; 1 E. & E. 248); and the Divisional Court (Lord Alverstone and Darling and Channell, J.J.) decided

that "where a workman has by agreement received weekly compensation during incapacity for injuries he cannot afterwards sue for wages during the period of incapacity even through he still remains during that period in the employ of his master."

The same would apply to a person who receives sickness benefit under the National Insurance Act, and "A Country Practioner" should have advised the employers that they were not liable to pay wages of employees receiving sickness benefit.

The employees could of course claim full wages against the employer instead of taking sickness benefit under the Act, but they cannot have both. CECIL C. BELL.

24, Mill-street, Bedford, Oct 29.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The question raised by "A Country Practitioner" in his letter appearing in your issue of the 25th inst., was dealt with by His Honour Judge Sir Sherston Baker, at the Lincoln County Court, in the case of *Hoodless* v. *Barker*, in which judgment was delivered on the 15th July last.

The plaintiff in that action—a farm labourer—claimed wages for the period during which he was absent through illness. The defendant resisted payment on the ground that the receipt by plaintiff of sums from the National Insurance Commissioners relieved him from liability to pay wages.

The county court judge held that there was nothing in the National Insurance Act that gave the defendant such relief, and that consequently the employer's common law liability to pay wages during the term of service, whether or not the employed be sick, remained as it was before the Act. Judgment was given for the plaintiff for the full amount claimed. A report of the case will be found in the *Law Times* for the 19th July at page 296. L. J. L.

Oct. 29.

[We are not sure that *Elliott v. Liggens* (*supra*) concludes the matter. In that case the workman received the compensation from the employer, and could not have wages as well. Under the National Insurance Act, too, the employer may be said to "pay the insurance allowance in part by his contribution, but the cases do not seem to be quite the same. We hope to consider the matter next week.—Ed. *S.J.*]

The Possession of Title Deeds and Priority of Mortgages.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I think the decision in *Grierson* v. *National Provincial Bank* points to a more serious state of affairs affecting solicitors than your correspondent, "A Solicitor," in your issue of the 25th of October, and your note under "Current Topics" of that issue indicate.

Your correspondent raises a query whether it would have made any difference if the defendants (the Bank D) had taken a legal mortgage, and you say it would not, and I agree.

Under the circumstances no legal mortgagee can be assured that the legal estate is not outstanding under circumstances similar to those in *Grierson* v. *National Provincial Bank*.

Consequently, no mortgage can be considered a gilt-edge security (outside of London, Middlesex and Yorkshire) any longer, until compulsory registration of deeds as in Middlesex and Yorkshire, which is the best and most practicable system of registration, and much better than the registration of title as in the county of London. CECIL C. BELL.

24, Mill-street, Bedford, Oct. 29.

CASES OF THE WEEK.

House of Lords.

WILL *v.* UNITED LANKAT PLANTATIONS CO. (LIM.).

28th Oct.

COMPANY—SHARES—PREFERENCE SHARES—DISTRIBUTION OF PROFITS—PRIORITY—ORDINARY SHARES—RIGHTS OF SHAREHOLDERS *inter se*.

A company, which had power under its articles to issue new shares upon such terms including preference as the company might direct, passed a resolution that the capital of the company be increased by the issue of certain new shares to be called preference shares, and the holders thereof to be entitled to cumulative preferential dividends at the rate of 10 per cent. per annum on the amount for the time being paid up on such shares, and that such preference shares should rank, both as regards capital and dividend, in priority to the other shares. Preference shares were issued in accordance with this resolution. The articles further provided that, subject to any priorities that might be given upon the issue of any new shares, the profits of the company available for distribution should be distributed as dividends among the members in accordance with the amounts paid on the shares held by them respectively.

Held that, in the distribution of profits, holders of the preference shares were not entitled to anything more than a 10 per cent. dividend, since, where preference shares are allocated with a fixed dividend, the right of the holders of such shares to take any further dividend is impliedly negatived.

Decision of Court of Appeal (56 SOLICITORS' JOURNAL, 646; 1912, 2 *Ch.* 571; 81 *L. J. Ch.* 718 *affirmed*.

Appeal by the plaintiff against an order of the Court of Appeal, which reversed a judgment of Joyce, J. The plaintiff brought the action on behalf of himself and all other preference shareholders of the United Lankat Plantations Co., claimng a ideclartion that a resolution of the company purporting to have been passed and confirmed as a special resolution at meetings held on 23rd June and 8th July, 1909, was invalid, illegal and ineffectual, so far, at any rate, as the same purported to affect the rights and interest attaching to the preference shares, and that the preference shares were entitled to rank for dividend *pari passu* with the ordinary shares as against any profits available for distribution as dividend, after providing for a cumulative preferential dividend of 10 per cent. on the preference shares and a dividend of 10 per cent. on the ordinary shares. At the close of the appellant's case,

Lord HALDANE, C., said the appeal would be dismissed. The point in dispute was one of construction of certain documents, and construction must always depend upon the terms of the instrument itself. He referred to the resolutions and the articles of association. The bargain the company made with a shareholder who applied for and was allotted preference shares was that he should be paid a dividend at the rate of 10 per cent. per annum on the shares in priority to the ordinary shareholders. That was a perfectly clear bargain, the terms of which were thoroughly understood in commercial law. The court had no power, therefore, to put any other interpretation on it than that which was to be gathered from the language of the instrument. Accordingly, he thought that the Court of Appeal was clearly right, and he moved that this appeal should be dismised with costs.

Lord LOREBURN agreed. To decide otherwise their lordships would have to add another term to the bargain.

Lord ATKINSON and Lord KINNEAR also concurred.—Appeal dismissed with costs.—COUNSEL, for the appellant, *Sir R. B. Finlay*, K.C.; *Morrison*, K.C., and *A. Shaw*; for the respondents, *Upjohn*, K.C., and *Howard Wright*. SOLICITORS, for the appellant, *Coward & Hawksley, Sons, & Chance*; for the company, *Ashurst, Morris, Crisp, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

MEHTA AND ANOTHER *v.* SUTTON. No. 2. 17th and 20th Oct.

FACTORS ACTS—PLEDGE IN PARIS TO AGENT OF DEFENDANT IN LONDON—AGENT NOT ACTING IN GOOD FAITH—TITLE OF DEFENDANT.

The plaintiffs, jewel dealers in Paris, handed certain pearls to A. in Paris in consequence of a statement made by him to them to the effect that he knew of a probable purchaser. A. pawned them, and then took the ticket to M., another Paris jewel dealer, who redeemed the pearls, and sent them to S., the defendant, who carried on the business of a pawnbroker in London. S. advanced £1,200 on the pearls. The fraud of A. having been discovered, A. committed suicide, and the plaintiffs then brought an action against S. claiming the return of the pearls or their value, £2,000.

Held, that there was evidence that M. had not acted in good faith, and that A. was not a mercantile agent within the meaning of the Factors Acts. S. had therefore not obtained a title to the pearls, and the judgment for the plaintiffs at the trial of the action was right.

Decision of Bray, J. (29 *T. L. R.* 185, 108 *L. T.* 214) *affirmed*.

Appeal by the defendant from a decision of Bray, J., who tried the action as a commercial cause. The action was brought by the plaintiffs, who carry on business in Paris under the style of B. J. Javeri & Co., as jewel merchants, against Mr. T. M. Sutton, a pawnbroker in London, to recover a necklace of forty-eight or forty-nine Chinese drilled pearls, value at £2,000. In February of last year the plaintiffs received from Bombay a parcel of eighty-four Chinese drilled pearls with a view to their being sold. On the 10th of August a pearl-broker in Paris, named Anim, who was a Hindu, offered to try and obtain a purchaser, saying he would bring them back shortly, and signed a receipt for the delivery of the pearls to him. Anim, it was said, made a necklace of some forty-eight or forty-nine of the pearls, and pledged them with the Mont de Piété for 4,000 francs. He took the ticket to a man named Mikol, a jewel merchant in Paris, and he, believing that the necklace was Anim's property, redeemed them, and raised £1,200 for him on them from the defendant, taking a commission for acting as agent in the transaction for Anim. The fraud being discovered, Anim committed suicide. The plaintiffs claimed the return of the pearls or their value from Mr. Sutton, on the ground that he had no title to the pearls, they having been obtained from them by a trick by Anim. The defendants pleaded in defence that Anim was a mercantile agent, and that he took the necklace in pledge from him *bona fide* and without any knowledge that he had obtained possession of it improperly, and therefore he was entitled to retain it. Bray, J., held that Anim intended from the first to misappropriate the pearls. When the plaintiffs handed the pearls to Anim they never intended to pass the property in them or to give Anim power to dispose of them. The receipt which Anim signed was in this form: "Intrusted by [the plaintiffs] with the following goods to be sold for cash, which I promise to return on the first demand, and not to give them to anyone without their [the

plaintiffs'] written authority. . . . In case of loss I will repay the full value of the goods. The house reserve to themselves the right of delivering the goods." The customary course of dealing in that particular trade was that the broker was not entitled to make a sale, but had to bring the dealer any offer he received; if the dealer was satisfied with the offer, he would invoice the goods to the purchaser, the broker receiving the price and taking it to the dealer, who was, however, entitled, if he thought fit, to take the invoice to the purchaser himself and receive the price. In his opinion, whether the case depended on English or French law, the defendant obtained no title to the pearls, as his agent Mikol had not acted in good faith; and (2) that Anim had obtained the pearls from the plaintiffs by larceny or by a trick in English law or *vol* in French law, and therefore he did not obtain possession of the pearls with the plaintiffs' consent. Further (3) he held that Anim was not a mercantile agent within the meaning of the Factors Acts. Accordingly he entered judgment for the plaintiffs with costs. The defendant appealed. Without calling upon counsel for the respondents,

Vaughan Williams, L.J., said that he entirely agreed with the judgment of Bray, J. He could not accept the view of the evidence that the defendant's counsel pressed them to take that Mikol had acted in good faith and was a mercantile agent within the meaning of the Factors Acts. The appeal would be dismissed with costs.

Buckley and Kennedy, L.JJ., agreed in this decision.—Counsel, for the appellant, *Langdon*, K.C., and *Attenborough*; for the respondents, *Rawlinson*, K.C., and *R. J. White*. Solicitors, *S. G. Attenborough; Julius A. White*.

[Reported by Erskine Reid, Barrister-at-Law.]

Re HALL, Deceased. HALL *v.* BAXTER AND KNIGHT.
No. 1. 14th Oct.

Probate—Practice—Death of Testator Caused by Felonious Act of Party Claiming as Legatee—Party Struck Out of Suit—Manslaughter.

No person may derive any benefit under the will of another whose death has been caused by the felonious act of that person, and there is no distinction in this respect between murder and manslaughter.

A, convicted of the manslaughter of B, had, prior to her conviction, been made a party to a probate suit, in which she claimed to be entitled to property under a will made by B. Held, that after conviction she was properly struck out of the suit.

Decision of Sir Samuel Evans, P., *affirmed.*

Cleaver *v.* Mutual Reserve Fund Life Association (1892, 1 *Q. B.* 147) *applied.*

Appeal from a decision of Sir Samuel Evans, P., in chambers, on the 31st of July, 1913 (reported 29 T. L. R. 769). The testator, Julian Bernard Hall, died on the 14th of April last as the result of a gunshot wound inflicted by the defendant, Jean Baxter, who was living with him at the time, and who was afterwards tried and convicted of manslaughter and sentenced to three years' penal servitude. The plaintiff, a brother of the deceased, propounded a will, dated the 14th of August, 1912, under which the defendant Knight was interested. After her arrest, but before her conviction, the defendant Baxter was added as a party to the suit, and propounded a later will, under which she was the sole beneficiary. There was another will executed the same day that the testator died, under which Baxter's daughter was interested, but it was admitted that this was not properly attested. After Baxter's conviction upon a summons taken out by the plaintiff, Sir Samuel Evans, P., held, on the authority of *Cleaver* v. *Mutual Reserve Fund Life Association* (1892, 1 Q. B. 147), that Baxter had no interest under the alleged will as she had feloniously caused his death, and that she ought to be struck out of the suit. Baxter appealed.

Cozens-Hardy, M.R., said that the appeal raised a point which, but for authorities which were binding on the court, might have required further time for consideration. He had no reason to doubt that the President's decision was correct. There were four scripts in existence some or one of which might have to be considered and admitted to probate. The appellant claimed under the third will. The death of the testator was due to the act of Jean Baxter, who was found guilty of manslaughter. Until her conviction she was a defendant to the proceedings, but after that she was struck out of the suit as defendant, and the appeal was from the decision striking her out. It was said that there was no statute depriving her of her right to attend the proceedings. The Forfeiture Act, 1870, had been cited in her favour; but, in his lordship's opinion, neither that nor the Wills Act, 1837, had anything whatever to do with the case, which depended entirely on considerations of public policy. It did not require any statute to deal with this. The decision in *Cleaver's case* (*supra*) plainly covered the present one. In the circumstances of that case it was held that the executors of the deceased might recover the policy moneys payable at his death, but that the trust of such moneys in favour of Mrs. Maybrick, who had been convicted of his murder, was void. All the three members of the court (Esher, M.R., and Fry, and Lopes, L.JJ.) laid down the law in terms which covered this case. It was true that was a case of contract, but the law was applicable in the same way, the principle of public policy preventing any person from deriving any benefit in consequence of the death of anyone caused by the criminal act of that person. There was no distinction for this purpose between murder and manslaughter; both were felonies. No person could obtain or enforce any rights resulting to him from his own crime, and it would be shocking if Jean Baxter could come before the court and make any valid claim to Hall's property. It was said, however, that the point was not a matter which ought to be decided against her on an interlocutory proceeding. It was a pure question of law, however, and need not be reserved until the trial of the action. There was nothing in *Dyson* v. *Attorney-General* (1911, 1 K. B. 418) to suggest that the point could not be dealt with there and then, as the guilt of the defendant Baxter had been conclusively determined. The appeal would be dismissed.

Hamilton, L.J., who said that the principle could only be expressed in the wide form—a person shall not slay his benefactor, and thereby obtain his bounty, and

Swinfen Eady, L.J., who referred to *Fauntleroy's case* (4 Bligh N. S. 194), delivered judgment to the same effect.—Counsel, *J. P. Valetta* and *Donald Corrie; Barnard*, K.C., and *Bayford; T. Bucknill*. Solicitors, *J. K. Torkington; Hasties; Corbin, Greener, & Cook*.

[Reported by H. Langford Lewis, Barrister-at-Law.]

Re WITTY. WRIGHT *v.* ROBINSON. No. 1. 21st Oct.

Power of Appointment—Excessive Exercise—Power to Appoint to Children "Then Living"—Appointment to Children Generally—Validity of Exercise as to Objects in Being at Period of Distribution.

The donee of a testamentary power of appointment among her issue who should be living at her death exercised the power, and appointed to all her children, at twenty-one or marriage, settling daughters' shares upon them and their children, and disregarding the condition of surviving her contained in the power.

Held, that the appointment was valid as regards all issue who were in existence at the death of the donee.

Harvey *v.* Stracey (1 Drew. 73) *followed.*

Appeal of the plaintiff from a decision of Warrington, J., on an originating summons. The testatrix, Jane Witty, who died in 1888, by her will gave the residue of her estate to trustees upon trust to pay the income to her daughter, E. Robinson, for her life, and to hold the capital upon such trusts in favour of all or any one or more of the children or issue of the said E. Robinson living at her death as she might appoint, and subject thereto to her children equally in default of appointment. E. Robinson made her will in 1893, and in exercise of the power appointed the property in trust for all her children who should attain twenty-one or, being daughters, marry under that age, with a proviso settling the daughters' shares upon trust for each daughter for life, with remainder to her children or issue as she should appoint, and in default of such appointment to her children and the issue of deceased children equally. Mrs. Wright, the plaintiff, was a daughter of Mrs. Robinson, born in the lifetime of Jane Witty, and had four children born in the lifetime of her mother, who died in 1911. The plaintiff contended that there was an excessive exercise of the power, and that as she might have other children born after her mother's death, the direction settling her share was void, and that it vested absolutely in her. Warrington, J., held that the appointment was good as regards the four children in existence at Mrs. Robinson's death, though it would be bad as regards any subsequently born child.

Cozens-Hardy, M.R., said the appeal raised a point which he would not discuss in detail, and for a simple reason. Sixty years ago the very point was raised before Kindersley, V.C., a great judge in matters of the kind, who decided it in a most learned judgment, *Harvey* v. *Stracey* (1 Drew. 73). Lord St. Leonards, in his book on powers (1861), cited this case without any indication of a doubt that it was perfectly good law, and thirty-five years ago Hall, V.C., in *Re Farncombe's Trusts* (9 Ch. D. 652) treated the matter as quite clear, founding himself partly on *Harvey* v. *Stracey* and partly on another case. It would be altogether wrong to disturb such long-settled law, or to say that the rule in questions of remoteness ought to be applied to a case of that kind. The principle appeared to be to take the appointment as being exercised at the moment of distribution, and one would then know whether the appointment was wholly to persons within the class capable of taking, or whether it is partly to persons within the class and partly to persons without. Warrington, J., held that in the event of there being at the death of Mrs. Robinson certain persons not objects of the power to whom shares were given, then the principle of *Lassence* v. *Tierney* (1 Mac. & G. 551) would apply, and the original appointment *quoad* these shares, would not be cut down. The result was to wait until the period of distribution to see whether there were children within the class to take, and to the extent to which they were alive and could take, they would take whatever was given. So far as they were not objects of the power the mother would take. The appeal would be dismissed, with costs.

Swinfen Eady, L.J., delivered judgment to the same effect, and Phillimore, L.J., concurred.—Counsel, *Cave*, K.C., and *F. H. Maugham; Van Neck; H. H. Owen*. Solicitors, *Percy Short; Cunliffe, Davenport, & Blake*.

[Reported by H. Langford Lewis, Barrister-at-Law.]

High Court—Chancery Division.

Re J. W. ABBOTT & CO. ABBOTT *v.* THE COMPANY.
Sargant, J. 16th Oct.

Company — Receiver — Debenture-holder's Action — Debentures giving a Floating Charge—Sale of Assets, including Tenancy of a Shop—Liability of Receiver to Pay Rent—Beneficial Ownership.

There is no privity of estate or obligation between the debenture-holders or a receiver of a company and the landlord whose premises have been let to such company, and are included in a floating charge of the assets of the company to such debenture-holders, and accordingly such landlord cannot claim payment of rent in respect of occupation out of the proceeds of the company's goods sold by the receiver while in such occupation.

The principle as to mortgages by sub-demise laid down in Hand *v.* Blow (1901, 2 *Ch.* 721) *applied to mortgages by way of floating charge.*

This was an application by a landlord in a debenture-holder's action that the receiver appointed by the court should be ordered to pay rent to him in respect of the occupation of his shop. The facts were as follows: In September, 1912, the landlord and the company entered into an agreement for the tenancy by the latter of a shop for a term of three years at a rent of £50 a year. In 1912 the present action was brought by a debenture-holder, suing on behalf of all the debenture-holders, for realization of their security, which consisted of debentures creating only a floating charge on all the company's assets. On the 22nd of November, 1912, the court, in this action, appointed a receiver of the assets charged. The receiver entered into possession of the shop, and paid the quarter's rent due at Christmas, and the landlord now applied that he should be ordered to pay out of the proceeds of the sale of the assets, including the company's interest in the shop (but not personally), the quarter's rent due at Lady Day. Half of this rent was in respect of the time when the receiver was in beneficial occupation of the shop. In February, 1913, he had contracted to sell the assets, including the tenancy, and this contract had been approved by the court. Counsel for the landlord contended that as regarded the last half-quarter, the fact that money had been received from the sale was equivalent to beneficial occupation, and that accordingly the landlord was entitled to have the quarter's rent paid by the receiver. He cited *Balfe* v. *Blake* (1850, 1 Ir. Ch. Rep. 365), *Great Eastern Railway Co.* v. *East London Railway Co.* (1881, 44 L. T. 903), *Neate* v. *Pink* (1846, 15 Sim. 450; 1851, 3 Mac. & G. 476), and *Jacobs* v. *Van Boolen, Ex parte Roberts* (1889, 34 Solicitors' Journal 97). Counsel for the plaintiff in the debenture-holder's action relied on *Hand* v. *Blow* (1901, 2 Ch. 721) and *Hay* v. *Swedish and Norwegian Railway Co.* (1892, 8 T. L. R. 775).

Sargant, J., after stating the facts, said: This present case is very like the case of *Hand* v. *Blow* (*ubi supra*), the only difference being that this is not a case of the security being by a mortgage by sub-demise, but is the case of an equitable security. In the case of *Hand* v. *Blow* (*ubi supra*) Lord Justice Romer referred to the case of an equitable mortgage. The case of *Hay* v. *Swedish and Norwegian Railway Co.* (*ubi supra*) was decided by Stirling, J., the judge who, in the first instance, decided *Hand* v. *Blow*. I follow the decision in *Hand* v. *Blow*, and dismiss the application with costs.—Counsel, *H. C. Bishoff; Arthur H. Forbes.* Solicitors, *M. A. Jacobs; Forbes & Son.*

[Reported by L. M. May, Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

Oct. 21.—Victor Thomasset.

Oct. 22.—Henry Augustus Grattan Barnett, 14, Munden-street, West Kensington.

Solicitor Ordered to be Suspended.

Oct. 23.—William Wilde, 26, Bedford-row, 21, Mincing-lane, E.C., and Kingston-on-Thames, ordered to be suspended for three months.

CASES OF LAST SITTINGS.

Re BEAVAN. DAVIES, BANKS, & CO. *v.* BEAVAN. Neville, J. 23rd and 24th July.

Administration—Insolvent Estate—Executor Surety for Testator—Nothing Paid under Such Suretyship—Receiver Appointed—Right of Indemnity—Right of Retainer.

Before an executor has actually paid a debt of his testator in respect of which he is a surety, there is no debt in existence in respect of which he can exercise his right of retainer, and when he has actually paid the debt as such surety, his right of retainer only applies in respect of the assets actually in his hands at the time when he pays the debt.

Re Mitchell, Freelove *v.* Mitchell (1913, 1 *Ch.* 201) *followed.*

Re Giles, Jones *v.* Pennefather (1896, 1 *Ch.* 956) *not followed.*

This was an application in the administration of an insolvent estate to determine whether an executor who was surety for the testator, but had paid nothing under such contract of suretyship, could retain in respect of the debt for which he was surety before he paid anything himself. A testator and his son mortgaged certain property, of which the testator was tenant for life, and his son tenant in fee in remainder, to secure the sum of £3,000 which was advanced to the testator. The son joined with the testator in the covenant for repayment, but received no part of the £3,000. The testator died in 1906 without having paid off the £3,000, and appointed this son and his three other sons executors of his will. A creditor's action was commenced in April, 1908, in which the four executors were defendants, and a receiver was appointed in July, 1908. In November, 1908, the usual judgment was pronounced. In answer to the accounts and inquiries directed by the judgment, the master certified that the son was a surety for a debt of £3,000 of the testator's, and was liable to repay it, and was entitled to be indemnified by the estate against the debt, and that he claimed to be entitled to exercise his right of retainer in respect of his right of indemnity against certain legal assets of the testator which he therein enumerated, and which formed the greater part of the outstanding personal estate of the testator. The son who was surety and the other executors had collected the greater part of the testator's estate, but had handed it over to the receiver on his appointment. Counsel for the plaintiffs, the creditors of the estate, contended that an executor could not exercise his right of retainer until he had paid the debt; that in this case, since the son was only a surety and had not paid the principal debt, he had no legal debt against the estate, but only an equitable right to be indemnified: *Re Orme, Evans* v. *Maxwell* (50 L. T. Rep. 51), *Re Mitchell, Freelove* v. *Mitchell* (1913, 1 Ch. 201). Counsel for the surety contended that an executor's right to indemnity in respect of a debt for which he was surety created an equitable debt in respect of which he could exercise his right of retainer before he paid anything himself: *Re Giles, Jones* v. *Pennefather* (1896, 1 Ch. 956).

Neville, J., after stating the facts, said: Before an executor pays a debt for which he is surety, there is no debt in existence in respect of which he can exercise his right of retainer. When he does pay the debt, his right of retainer only applies in respect of the assets actually in his hands at the time he pays the debt. I follow the decision of Parker, J., in *Re Mitchell, Freelove* v. *Mitchell* (*supra*), and decline to follow the decision of Kekewich, J., in *Re Giles, Jones* v. *Pennefather* (*supra*), and I accordingly hold that the claim of this son to retain must be disallowed.—Counsel, *Peterson*, K.C., and *F. Thompson; Bramwell Davis*, K.C., and *Lyttelton Chubb; Owen Thompson* and *F. Maugham.* Solicitors, *Field, Roscoe, & Co.*, for *E. P. & A. L. Careless*, Llandrindod Wells; *Dixon, Weld, & Co.; Chubb & Pettett*, for *Andrews, Barrett, & Wilkinson*, Weymouth.

[Reported by L. M. May, Barrister-at-Law.]

High Court—King's Bench Division.

UNITED STATES STEEL PRODUCTS CO. *v.* GREAT WESTERN RAILWAY CO. Pickford, J. 22nd May; 2nd July.

Railway — Carriage of Goods — Consignment Note — "Goods Received and Held Subject to General Lien for Any . . . Moneys Due to Them From the Owners of Such Goods Upon Any Account"—Construction or Condition.

Goods were consigned by the plaintiffs from the United States to T. & Co. in England on a through bill of lading, which provided that they were to be carried to Manchester, and thence forwarded to T. & Co. via the defendants' railway. The defendants' consignment note contained the following clause:—"All goods delivered to the company will be received and held by them subject to a lien for money due to them for the carriage of and other charges upon such goods, and also to a general lien for any other moneys due to them from the owners of such goods upon any account." The plaintiffs had paid all the defendants' charges in respect of the particular consignment.

Held, that the defendants were not entitled to exercise their general lien so as to prevent the plaintiffs' exercising their right to stop the goods in transitu *as unpaid vendors.*

Action tried by Pickford, J. The plaintiffs had sold to Tupper & Co. (Limited) 367 tons of steel billets. These goods were consigned to Tupper & Co. under the terms of a through bill of lading and consignment note. The plaintiffs on hearing of the insolvency of Tupper & Co. gave the defendants notice of stoppage *in transitu*. At that time

Tupper & Co. were indebted to the defendants to the amount of £1,170. The plaintiffs paid the defendants all their charges in respect of the particular consignment. The defendants' consignment note contained the following condition: "All goods delivered to the company will be received and held by them subject to a lien for money due to them for the carriage of and other charges upon such goods, and also to a general lien for any other moneys due to them from the owners of the goods upon any account; and in case any such lien is not satisfied within a reasonable time from the date upon which the company first gave notice to the owners of the goods of the exercise of the same, the goods may be sold by the company by auction or otherwise, and the proceeds of sale applied to the satisfaction of every such lien and expenses." It was contended on behalf of the defendants that they were entitled to retain the goods against the plaintiffs for the total sum owing by Tupper & Co. to them. It was argued on behalf of the plaintiffs that in the circumstances the defendants had no right to exercise their lien on the goods as against the plaintiffs. *Cur. adv. vult.*

PICKFORD, J., after stating the facts, said the position taken up by the plaintiffs was no doubt one which could be created if sufficiently expressed in the documents. Some cases had been cited about the effect of a general lien as against a right to stop *in transitu*, but he did not think they had really any bearing upon the case, as in those cases there was no agreement for a general lien, as was contended for in the present case, and he thought all that could be said for them was that they shewed that the law did not altogether favour a state of things by which one man might be made to pay another man's debt. The cases went no further than that, and it was left for him to decide the meaning of this condition. He thought it was pretty obvious that the condition was framed, not to meet a case like the present, but for the purpose of extending the particular lien which would exist in respect of the carriage of any lot of goods to a general lien in respect of all charges owing from the person who was going to receive those goods, and what was contemplated was that the carrier should not be bound to deliver to those persons unless they had satisfied the general lien and paid their general account as well as the particular charges upon the particular parcel of goods. He did not say that the words were not large enough to extend considerably beyond that, but he thought the clause might be, and ought to be held to be, satisfied by extending it no further than that, and by reading it, as it could quite well be read, as meaning that the goods should be held by the company, and the company should not be bound to deliver them to the consignees until the consignees had discharged the debt that was due in respect of all goods which had been carried for them by the carrier. He thought that was quite a possible and fair reading of the condition, and it was not necessary that he should read it that they should be entitled to hold as against everybody who had nothing to do with the debt at all; and therefore he did not think that the defendants were entitled to claim to hold the goods as against the plaintiffs, who were stopping *in transitu*, in respect of a debt with which the plaintiffs had nothing to do. He therefore thought that the plaintiffs were entitled to judgment, with costs.—COUNSEL, *Colam*, K.C., and *Schiller; Atkin*, K.C., and *McCardie*. SOLICITORS, *A. J. Greenop & Co.; L. B. Page.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

D. v. D. (otherwise **P.**). Evans, P. 15th, 30th, and 31st July.

DIVORCE—NULLITY—WILFUL AND PERSISTENT REFUSAL OF INTERCOURSE—INCAPACITY NOT INFERRED—DECREE.

There is no good reason why mere wilful refusal on the part of a woman to consummate marriage should not be a sufficient ground for annulling the marriage if such wilful refusal is not a mere temporary unwillingness due to a passing phase, or a nervous ignorance which might be got rid of or cured by forbearance, care, or kindness, or is the result of coyness or a feeling of real or affected delicacy; but a wilful, determined, and steadfast refusal, likely or threatened to be persistent, to perform the obligations and carry out the duties involved in the matrimonial contract. The contract of marriage implies the willingness, as well as the ability, to consummate it. Similarly, a wilful and determined refusal to consummate on the part of a husband would confer the same right of relief on a wife. If either incapacity or unwillingness to carry out the contract exists, and the court considers that a suit for that purpose has been brought in good faith, the contract is voidable at the suit of the party conceiving himself or herself to be wronged, and the parties are not to remain bound by the contract until one of them is guilty of a matrimonial offence giving the other party right to relief on that ground.

This was the petition of the man for nullity of marriage on the ground of the woman's incapacity to consummate the marriage. The suit was undefended, and was heard in open court. The parties were married in 1912, the ages of the man and the woman being stated to be forty-one and thirty-three years respectively. Later it was found on inquiry that the woman, who had held herself out to be the younger, was, in fact, the same age as the man. Notwithstanding repeated attempts by the man, the marriage was never consummated by reason of the refusal of the woman. Her reasons for refusing his advances were that she did not want to have any children, and that she did not desire connection, as it was "unnecessary, vulgar, rude, and disgusting," and that many of her married friends lived without it, and she wished to do the same. She took effectual steps to prevent the man effecting his marital desires. The man, after about a month, had a nervous breakdown, which caused him to seek consolation in drink, and a doctor whom he consulted attributed it to the strain put upon him by the conduct of the woman. He afterwards again asked the woman to cohabit with him, and she declined. He renewed his request in a letter, and she wrote in reply that she did not intend to live as wife with husband, that she had told him of this intention before marriage, and that she had also then said that she did not desire to have children, and that she had now become fixed in her determination. The man then filed his petition for nullity. The woman did not defend the suit. She failed to obey an order of the court directing her to be medically examined. The man attended for examination, and was reported to be in every way normal. Evidence having been given, in the course of which the petitioner expressed his belief that the case was one of wilful refusal on the part of the respondent, the President adjourned the case for argument. Counsel for the petitioner asked the court to draw the inference of incapacity from the wilful and wrongful refusal of the woman to allow consummation. [THE PRESIDENT: I shall not draw an inference of incapacity on the part of the woman, although I have no doubt that she is in the wrong, and I believe all that the husband has said.] Counsel for the petitioner cited *F.* (*falsely called D.*) v. *F.* (1865, 13 W. R. 546, 34 L. J. P. 66), *S.* v. *A.* (*otherwise S.*) (1878, 3 P. D. 72), *H.* v. *P.* (*falsely called H.*) (1873, L. R., 3 P. & D. 126), *M.* (*falsely called H.*) v. *H.* (1864, 13 W. R. 108, 3 Sw. & Tr. 517, 592), and *B.* (*otherwise H.*) v. *B.* (1901, P. 30). [THE PRESIDENT: I want you to persuade me that on the ground only of wilful refusal I can grant a decree of nullity. What is revolting to me is that in these cases the court has granted decrees of nullity on the ground of inferred incapacity and shortly afterwards the parties have married again and had children. In *S.* v. *A.* (*otherwise S.*) (*supra*), Lord Hannen said that mere wilful and wrongful refusal by the woman was not sufficient. In the present case there is no evidence of any indication of nervousness or hysteria. I do not like legal fictions. You ask me to draw an inference which on the facts in the present case I cannot draw. I am desirous of deciding in the petitioner's favour if I can find that wilful refusal is in itself enough.] Counsel for the petitioner cited *M.* v. *M.* (*otherwise H.*) (1906, 22 T. L. R. 719), *S.* v. *S.* (*otherwise M.*) (24 T. L. R. 253), *C.* v. *C.* (*otherwise H.*) (1911, 27 T. L. R. 421), *F.* v. *P.* (*otherwise F.*) (1911, 27 T. L. R. 429), *W.* v. *W.* (*otherwise L.*) 1912, P. 78), *W.* v. *S.* (*otherwise W.*) (1905, 231), and *B.* v. *L.* (*falsely called B.*) (1869, 1 P. & M. 639). [THE PRESIDENT: I can see no danger to the State or to the parties in holding that mere wilful refusal is sufficient. It used to be necessary, but no longer is so, to allege that the impediment to consummation was incurable by art or skill.] Counsel for the petitioner cited *Pollard* (*falsely called Wybourn*) v. *Wybourn* (1828, 1 Hagg. Ecc. 725). [THE PRESIDENT: The case of *T.* v. *M.* (*falsely called T.*) (1865, L. R., 1 P. & D. 127) dealt with a similar point. The law has advanced since then. Is there any reason why it should not advance a little further? I cannot see why wilful refusal should not be a good ground, considering the fact that refusal to have children defeats the object of marriage.] *Cur. adv. vult.*

July 31.—EVANS, P., after stating the facts, proceeded: I was asked by the petitioner's counsel to draw an inference from the facts proved that there was some physical abnormality or incapacity in the respondent, and upon that ground to grant a decree of nullity. I have no reason to believe that the respondent has any physical incapacity for the act of intercourse. Lord Stowell said in *Briggs* v. *Morgan* (1820, 3 Phill. 325, at p. 327) "a person need not be a profound physiologist to know how rarely the structure of the body is deficient for the purposes of our nature. Malformation is not common in our sex, and perhaps is still more uncommon in the other; and where it does exist, and is known to the parties, it naturally deters them from contracting marriage." In the present case, while the parties lived together the wife passed through the period which is the lot of a healthy woman in the ordinary course of nature at that age. She did not shew any signs or make any suggestions of incapacity, and the husband declared in evidence that he thought it was simply a case of refusal. I believe it was. I do not believe there was any incapacity. I am asked to draw some inference which my reason tells me that I ought not to draw. I decline to do so. Is, then, the husband without any legal remedy? Can the court decree an annulment of the marriage, or must the parties remain bound by the matrimonial tie until one of them commits the matrimonial offences which are necessary to enable the court to dissolve it and the other invokes the aid of the court for that purpose? It has been said, and often said, that a wilful, wrongful refusal of marital intercourse is not in itself sufficient to justify the court in declaring a marriage to be null. What the origin of the rule or principle is it is not easy, nor is it essential or particularly helpful, to ascertain. A statement to the above effect was made by Sir James Hannen in *S.* v. *A.* (*otherwise S.*) (1878, 3 P. D. 72, 47 L. J. P. 75), but he decided the case in favour of the woman on other grounds. He follows up the statement by the following passage: "However much we may revolt from the idea of a man using force to compel his wife to have intercourse with him—and such a feeling is one which probably is much stronger at the present day than in past times—no case has gone the length of saying because a man naturally abstains from using force that therefore the refusal, if

it be merely a wilful refusal on the part of the wife, will justify him in coming to the court and asking that it shall be declared that the marriage is void. Recent cases only establish this in advance of previous decisions—viz., that where a woman is shewn not to have had intercourse with her husband after a reasonable time for the consummation of the marriage, if it appears that she has abstained from intercourse, and resisted her husband's attempts, the court will draw the inference that the refusal on her part arises from incapacity." Upon this subject the law has not stood still. It has been advanced in various points by the instrumentality of judicial decisions so as to be brought into conformity with more modern ideas. At one time the law required a cohabitation of three years—the "triennium," or the "triennalis cohabitatio"—in order to ascertain whether the non-consummation of the marriage was due to mere coyness on the part of the woman or whether there was any physical incapacity. That is no longer necessary. Decrees have been made where the parties have only lived together a much shorter period. It was said by Lord Penzance in 1865 that a medical inspection of the respondent was invariably required in nullity cases where impotency was the groundwork of the suit, and that if the evidence was not sufficient to establish the proposition that the wife (respondent) was the subject of incurable malformation, precluding consummation of the marriage, the court could not grant a decree of nullity. That has been changed, and it is no longer the law. For a long period the form of pleading was that the incapacity alleged was "incurable by art or skill, and will so appear on inspection." Some years ago it was held by Sir Francis Jeune that those words were mere surplusage—*F.* v. *P.* (*falsely called F.*) (1896, 7' L. T. 192); and by decrees where the cohabitation was for a very short period—for some days only—and where there had been no cohabitation at all, if by reason of refusal the marriage had not been consummated by intercourse, the court, in order to grant relief, has acted upon the theory that an inference of incapacity can be drawn—*S.* v. *S.* (*otherwise M.*) (*supra*), *C.* v. *C.* (*otherwise H.*) (*supra*), and *F.* v. *P.* (*otherwise F.*) (*supra*). In recent years it appears that in several cases relief has been given by the granting of decrees of nullity where there have scarcely been any circumstances beyond a mere wilful refusal; and in some cases indications have been given that the fiction or theory of inference of incompetency from such refusal is not regarded as satisfactory—see *B.* (*otherwise H.*) v. *B.* (*supra*), *W.* v. *S.* (*otherwise W.*) (*supra*), and *W.* v. *W.* (*otherwise L.*) (*supra*). Is there any good reason why it should not now be held that a mere wilful refusal of the character hereafter described to consummate the marriage is a sufficient ground for the court to grant a decree of nullity? Such cases should be considered with great caution, and the court must be satisfied that they are brought in good faith. By wilful refusal I do not mean a mere temporary unwillingness due to a passing phase, or the result of coyness, a feeling of delicacy, affected or real, or a nervous ignorance, which might be got rid of or cured by patient forbearance, care, and kindness; but a wilful, determined, and stedfast refusal to perform the obligations and to carry out the duties which the matrimonial contract involves. It has always been held that the contract of marriage implies the ability to consummate it. In my opinion it also implies the willingness to consummate it. And after referring to the objects of matrimony in its physical aspect, as stated in the Book of Common Prayer of the Church of England, and in the following authorities:—Ayliffe's Parergon, 360, *Deane* v. *Aveling* (1845, 1 Rob. Ecc. 279, at p. 298, reported *sub nom. D——e* against *A——g*); *G.* v. *G.* (20 W. R. 103; 1871, L. R., 2 P. & D. 287, at p. 291; 40 L. J. P. & M. 83, at p. 85); Rutherforth's Institutes (bk. 1, c. 15, s. 9), and citing the judgment of Lord Penzance in *G.* v. *G* (*supra*), that the invalidity of the marriage is based upon the impractibility of consummation, whether through structural defect or not, the learned judge continued:—It appears to me that unless by brute force the husband obliged the wife to submit, the intercourse is practically impossible where the wife acts as she has done in this case and persists in so acting. Whether the refusal arises from causes which are physical, or mental, or partly mental and partly physical, is a complex, profound and mysterious question which I am wholly incompetent to decide. Whatever may be the cause, or the determining factors which produce the refusal, the result is the same, and the marriage has remained unconsummated. It might happen in this case that if I inferred some physical incapacity, and annulled the marriage on that ground, the respondent would marry again and become the mother of children. This has happened in other cases. Where, as I find in this case, the suit is brought in good faith, and the consummation of the marriage has been prevented, after repeated attempts reasonably made on the part of the husband, by the wilful, determined, and stedfast refusal of the wife, and the refusal is threatened to be, or likely to be, persistent, I prefer to take the direct course of saying that this is a valid ground for annulling the marriage instead of having recourse to the expedient of stating that I draw an inference of some physical abnormality or incapacity which I do not believe to exist. I therefore grant the petitioner the decree for which he petitions—namely, a decree *nisi* for nullity.—COUNSEL, for the petitioner, *W. O. Willis*. SOLICITORS, *Lawson, Gold, & Lawson*.

[Reported by C. P. HAWKES, Barrister-at-Law.]

The Royal Commission on Railways, of which Lord Loreburn is chairman, has decided to hold the meetings of the Commission at Winchester House, beginning on the 14th of November, at 10.30 a.m. The sittings of the Commission will be open to the public.

New Orders, &c.

The Judge in Bankruptcy.

I, Richard Burdon, Viscount Haldane, Lord High Chancellor of Great Britain, by virtue of the Bankruptcy Act, 1883, and all other powers enabling me in that behalf, do hereby, until further order, assign the Honourable Mr. Justice Horridge to be the Judge of His Majesty's High Court of Justice, by whom or under whose direction, pursuant to the 94th section of the said Act, all the matters in that section mentioned shall be ordinarily transacted and disposed of.

The 22nd day of October, 1913.

(Signed) HALDANE, C.

Societies.

Gray's-inn Moot Society,

(MASTER OF THE MOOTS: H. F. MANISTY, ESQ., K.C.).

A moot will be held in Gray's-Inn Hall on Monday, the 3rd of November, 1913, at 8.15 p.m., before Sir Charles W. Mathews. Question: A, the head clerk in an office, writes a contrite and confidential letter to B, a second clerk in the same office, whom he believes to be his friend, in which A confesses, as the fact is, to having a long time back stolen some money from their common employer which A had long ago replaced. B, with the object of obtaining A's dismissal and of succeeding to his position, forwards the letter to their common employer. A prosecutes B for publishing a libel, and B is convicted. B applies to the Court of Criminal Appeal to quash the conviction,

All members of the four Inns of Court are invited to attend and take part in the moots. Two "counsel" will be heard for each of the parties.

The procedure will be in accordance with the practice of the Court of Criminal Appeal.

United Law Society.

A meeting of the above society was held on Monday, the 27th October, at 3, King's Bench-walk, Tempie, E.C. Mr. James Ball moved, "That the case of Hewson v. Shelley (29 Times Law Reports, 699) was wrongly decided." Mr. Wood Smith opposed. The following gentlemen also spoke:—Messrs. M. Dawson, R. W. Turnbull, C. P. Blackwell, E. S. Cox-Sinclair, and R. Primrose. The motion was lost by three votes.

Law Students' Journal.

Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—A meeting of the above society was held at the Law Library, Bennetts Hill, Birmingham, on Tuesday, the 21st ult., Mr. A. B. Whitfield (barrister-at-law) in the chair. The folowing moot point was debated: "A workman is injured in June, 1909, and receives compensation until June, 1910, when the payment is stopped and he is ordered light work, which he attempts to do, but is compelled to leave in November, 1910, on account of his injury. No further weekly payment is made, but in April, 1911, his employers offer and he accepts £50 in full discharge and settlement, being under the impression he will shortly recover. The agreement is not recorded. Finding now (April, 1912) his condition is worse, he is desirous of claiming compensation as from November, 1910, and is prepared to credit the £50 already received. Has he any right to such compensation?" Mr. S. H. Robinson opened in the affirmative, and was supported by Messrs. F. H. Wayne, C. E. Shelly, W. L. W. Newey, S. F. Snape, A. W. Fullwood, C. Coley (B.A., LL.B.) and B. S. Atkinson. Mr. B. B. Davis opened in the negative, and was supported by Messrs. W. D. Clark, C. H. Cox, M. Askkenny (M.B., B.Sc.), D. A. Daniels and T. G. Mander. After the leaders had replied the chairman summed up, and on the motion being put to the meeting it was carried: Affirmative, 16; negative, 5.

LAW STUDENTS' DEBATING SOCIETY.—Oct. 28.—Chairman, Mr. W. S. Jones.—The subject for debate was "That the case of *Greenlands* v. *Wilmshurst* (29 T. L. R. 685) was wrongly decided." Mr. L. C. Tace opened in the affirmative, Mr. D. L. Strelitskie seconded in the affirmative; Mr H. J. Howland opened in the negative, Mr. C. V. Packman seconded in the negative. The following members also spoke:—Messrs. H. K. Turner, Stanley Meeke, W. P. Bennett, A. C. Jacob, E. J. Kafka, R. Leather, N. A. Johns. The motion was lost by 10 votes.

Obituary.

Mr. A. D. Coleridge.

Mr. Arthur Duke Coleridge died on Wednesday at his residence in Cromwell-place, aged eighty-three. Mr. Coleridge was the third son of Mr. Francis George Coleridge, of Ottery St. Mary, Devon, and was thus first cousin of the first Lord Coleridge, Lord Chief Justice of England. He was elected to a Fellowship at King's College, Cambridge, in 1852, and in 1860 he was called to the bar by Lincoln's Inn. For thirty-seven years he had been Clerk of Assize on the Midland Circuit, having been appointed by Mr. Justice (afterwards Lord) Field, and he had, says the *Times*, never missed an assize. He was at Lincoln Assizes on Monday, when he became ill and returned to London. Mr. Coleridge married, in 1860, Mary Anne, daughter of Mr. James Jameson, of Montrose, Dublin.

Legal News.

Changes of Partnership.

Mr. E. J. Chessher, who has hitherto practised in partnership with Mr. R. L. Finnis, under the style of Finnis & Chessher, at 24 and 26, Maddox-street, London, W., and at Chiswick, W., has felt compelled to retire from practice for the present, owing to continued ill-health, and Mr. R. L. FINNIS has entered into partnership with Mr. J. H. DOWNEY and Mr. H. LINNELL, who have for some years past practised in partnership, under the style of Downey & Linnell, at No. 28, Conduit-street, W. The combined practices will be carried on, with Mr. Chessher's approval, under the style of Finnis, Downey, Linnell, & Chessher, at No. 5, Clifford-street, Bond-street W., and 314, High-road, Chiswick, W., as from Monday, the 27th day of October, 1913.

General.

The King has conferred the honour of knighthood upon Mr. Stanley Owen Buckmaster, K.C., Solicitor-General.

Sir Harry Poland, K.C., has contributed 50 guineas towards the fund now being raised to liquidate the debt of the London Lock Hospital.

Mr. W. E. Singleton, LL.B., read a paper entitled "The Law Relating to Correspondence" at the Auctioneers' and Estate Agents' Institute on the 24th ult., Mr. B. I'Anson Breach presiding.

When an application was made on Wednesday to Judge Sir Sherston Baker, at Grimsby Admiralty Court, to fix a date for the trial of an action, his Honour, addressing counsel, said: "I cannot possibly make a promise. You have no idea of the amount of work there is in this court. I heard twenty-one cases yesterday. The Government ought to appoint more judges. With one stroke of the pen the Lord Chancellor could appoint five more judges, instead of which he leaves the positions vacant and the Treasury gets the benefit of the salaries."

Colonel Matthew Townsend Sale, C.M.G., R.E., of Ramsgate, who saw service in Bhutan, afterwards British Commissioner for the demarcation of the Montenegrin frontier, later Superintendent of Building Works at Woolwich Arsenal, left estate of which the net personalty has been sworn at £12,562 15s. 4d. Probate of his will has been granted to the Public Trustee. The testator, says the *Times*, left all of his property upon trust for his wife, Mrs. Mary Eleanor Sale, during widowhood, and in the event of her remarriage he left during the remainder of her life an annuity of £150 to each of his three children and the balance of the income to her. On her death he left the residue of his property "for such of my three children who at the Public Trustee's discretion are deserving of receiving my fortune."

Messrs. J. R. Eve & Son, at Bedford last week, says the *Times*, offered 27 acres of "undeveloped land" at Sharnbrook. The "upset prices" of the lots were based on the valuations rendered by the Commissioners of Inland Revenue under the Finance (1909-10) Act, 1910. Full details of the negotiations between the authorities and the owner in arriving at the official figures were set out in the particulars of sale. Lot 1, offered at £2,023, was withdrawn at £250, and lot 2, at an "upset price" of £730, also remained for private treaty at the last bid of £150. This is by no means a solitary instance. Land on an estate within eighteen miles of London was recently valued by the Government valuers at £400 an acre. A well-known firm of valuers advised that a formal objection should be made, the amendment desired being £200 an acre. The estate was offered by auction in June, when the highest bid was only £100 an acre.

The Royal Commission which is inquiring into the complaints of delay in the hearing of actions and appeals and Crown cases in the King's Bench Division met on the 23rd ult., says the *Times*, to consider the chairman's draft report. Although some further meetings will be necessary before their proceedings will come to a close, it may be said that there is no reason to suppose that the Commission's recommendations will be drastic. The chief recommendation will probably be one for the more systematic regulation of the work of the judges of the King's Bench Division in London and on circuit. It is thought that time which is lost at present would be saved by a better "dovetailing" of the duties in London and on circuit, and that there should always be a specified number of the judges in London. The proposal that there should be an age limit for the judges is under consideration, and also the possibility of shortening the Long Vacation, but on the latter point no conclusion has as yet been reached.

A domestic servant named Mary Galagher pleaded "Guilty" at the Assizes at Lancaster on the 24th ult., says the *Times*, to setting fire, on four different occasions, to a house in Fleetwood, in which she was employed. It was urged, on her behalf, that she was disturbed in mind and hardly responsible for her actions, and leniency was asked for so that she might return to her friends at Londonderry. In passing sentence of six months' imprisonment, Mr. Justice Avory said that the prisoner must have known that she might endanger, if not sacrifice, the lives of people in the house. "I am satisfied," he continued, "that you are either mad or very wicked—I cannot say which at present. There are persons of your sex, who claim to be perfectly sane, who set fire to houses for less reason than you have given." He had no desire, he added, that a dangerous person like her should return to Ireland just now, and if the medical officers of the prison found she was not responsible for her actions, the ordinary course would be taken and she would be sent to a criminal lunatic asylum.

At Suffolk Assizes on the 25th ult., says the *Times*, before Mr. Justice Bray, Albert Edward Ryde, an Ipswich tradesman, was charged upon a coroner's inquisition with the manslaughter of a boy named Frank Jewhurst. Mr. Walter Stewart appeared for the prosecution, and Mr. Whiteley and Mr. Gerald Dodson defended. The evidence was that on the afternoon of the 8th of March three ladies, a child, and two boys named Jewhurst, the sons of an accountant at Ipswich, were standing at the junction of two roads waiting for a tramcar when the prisoner, who was driving a heavy motor-car used for business purposes, dashed into the group, knocking down the two boys, one of whom was seriously injured and the other died shortly afterwards from a fractured skull. The prosecution contended that if the prisoner had exercised reasonable care he would have seen the group. After the boy had been knocked down the prisoner allowed the car to run 63 yards before stopping it. The prisoner was also said to have smelt of drink. The defence was that the car skidded on the tram lines, but the women who witnessed the accident declared that they saw no skidding. The prisoner was found guilty, and sentenced to two months' imprisonment in the second division.

The Local Government Board have given authority to the Town Council of Richmond (Surrey) to prepare a town-planning scheme under the Housing, Town Planning, &c., Act, 1909. The scheme authorised to be prepared will relate to an area of about 514 acres in the borough and in the urban district of Brentford.

The question of the delay which has taken place in the appointment of the Scottish legal officers was raised in the High Court of Justiciary, in Edinburgh, on Monday, when a prisoner appeared for sentence on a charge of housebreaking, to which he had pleaded "Guilty." Mr. Milne, on behalf of the prisoner, objected to the indictment in respect that it ran in the name of the late Lord Advocate, Mr. Ure, who was now Lord Justice-General. Counsel questioned the right of the Solicitor-General to move for sentence, and, maintaining that on a sound construction of section 3 of the Criminal Procedure (Scotland) Act of 1887 there was nobody at present in a position to make such a motion, argued that the prisoner should be dismissed. No doubt the section provided that on the "death or removal from office" of a Lord Advocate indictments drawn in his name could be carried into effect by one of the Advocates-depute, but it did not provide for the case of a Lord Advocate becoming a judge who might have to try a prosecution instituted by himself. The Solicitor-General (Mr. Anderson, K.C.) replied that when there was no Lord Advocate the Advocates-depute had power to carry an existing indictment into effect, and that was what they were doing in the present case, because, in addition to being an officer of the Crown, he was a depute of the Lord Advocate. The Lord Justice Clerk, in repelling the objection, said it was ingenious, but unsound. His Lordship sentenced the prisoner to five years' penal servitude.

The Property Mart.

Forthcoming Auction Sales.

November 4.—Messrs. COLLINS & COLLINS, at the Mart, at 2: Business Premises (see advertisement, page xi, Oct. 25).

November 4.—Messrs. SOUTHON & ROBINSON, at the Mart: Freehold Business Premises, &c. (see advertisement, page xi, Oct. 25).

Nov. 5.—Messrs. EDWIN FOX, BOUSFIELD, BURNETTS & BADDELEY, at the Mart, at 2 Freehold Properties (see advertisement, page iii, October 18).

November 6.—Messrs. EDWIN EVANS & SONS, at Lavender-hill: Freehold Cottages Shop Premises, &c. (see advertisement, page xii, Oct. 25).

November 9.—Messrs EDWIN FOX, BOUSFIELD, BURNETTS & BADDELEY, at the Mart, Freehold Ground Rent (see advertisement, back page, this week).

December 2.—Messrs. DEBENHAM, TEWSON & CHINNOCKS, at the Mart, at 2: Freehold Properties (see advertisement, page xii, Oct. 25).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. I.	Mr. Justice Joyce.	Mr. Justice Warrington.
Monday	Nov. 3	Mr Church	Mr Borrer	Mr Leach	Mr. Goldschmidt
Tuesday	4	Farmer	Leach	Goldschmidt	Bloxam
Wednesday	5	Synge	Goldschmidt	Church	Farmer
Thursday	6	Jolly	Farmer	Greswell	Church
Friday	7	Bloxam	Church	Jolly	Greswell
Saturday	8	Greswell	Synge	Borrer	Leach

Date.		Mr. Justice Neville.	Mr. Justice Eve.	Mr. Justice Sargant.	Mr. Justice Astbury.
Monday	Nov. 3	Mr. Synge	Mr Greswell	Mr Jolly	Mr Farmer
Tuesday	4	Borrer	Church	Greswell	Synge
Wednesday	5	Jolly	Leach	Borrer	Bloxam
Thursday	6	Bloxam	Borrer	Synge	Goldschmidt
Friday	7	Goldschmidt	Synge	Farmer	Leach
Saturday	8	Farmer	Jolly	Bloxam	Church

High Court of Justice—King's Bench Division.

MICHAELMAS SITTINGS, 1913.

Dates.	Lord Chief Justice.	Ridley, J.	Darling, J.	Channell, J.	Buckhill, J.	Bray, J.	A. T. Lawrence, J.	Pickford, J.	Lord Coleridge J.	Scrutton, J.	Bankes, J.	Avory, J.	Horridge, J.	Lush, J.	Rowlatt, J.	Bailhache, J.	Atkin, J.	Mr. Commissioner Low, K.C.
1913. Oct. 13	..	Divisional Court	..	..	Chambers	8. Eastern Circuit 1st Part	..	..	Oxford Circuit 1st Part	Div. Court and Rev'ne Paper	N. and S. Wales Circuit	..	..	C.C.Ct. Proceeding	Midland Circuit 1st Part	Divisional Court	1	Western Circuit
" 14	S.J.	"	S.J.	N.J.	"	"	S.J.	Common List	"	"	"	C.J.	Bankruptcy and C.J.	"	"	"	C.J.	"
" 15	"	"	"	"	"	"	"	"	"	"	"	Northern Circuit	"	"	"	"	"	"
" 20	"	"	"	"	"	"	"	"	"	"	"	"	Central Criminal Ct	"	"	"	"	"
" 27	"	"	"	"	"	"	"	"	"	"	"	"	"	Divisional Court	"	Lancashire Civil List	"	"
Nov. 1	"	"	"	"	"	"	"	"	"	"	"	"	S. Wales Circuit Cardiff	"	"	"	"	"
" 3	"	C.J.	"	"	"	Divisional Court	"	"	"	N. Eastern Circuit	"	"	"	"	C.J.	"	"	"
" 12	"	"	"	"	"	"	Cnt. Cr. Ct. intervening	"	"	"	S.J. Railway Commission intervening	"	Westm. Crt. Bristol	"	"	"	"	"
" 17	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 18	"	"	"	"	8. Eastern Circuit 2nd Part	"	"	"	"	"	"	"	Chambers	"	"	"	"	"
" 19	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 21	"	"	"	"	"	"	"	"	Divisional Court	Rev'ne Paper	"	Divisional Court	"	"	Midland Circuit 2nd Part	"	"	"
" 24	"	Criminal Ct. intervening	Second N. Eastern Circuit	"	"	"	"	"	Oxford Circuit 2nd Part	"	"	"	"	"	"	"	"	"
" 30	"	"	S.J.	"	S.J.	"	"	"	Divisional Court	"	"	"	"	"	C.J.	"	"	"
Dec. 8	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 10	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 17	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 18	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 21	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—FRIDAY, Oct. 24.

ANTIQUITIES AND ART TREASURES, LTD.—Creditors are required, on or before Nov 10, to send their names and addresses, and the particulars of their debts or claims, to Percy Frank Hedges, 95, Cobham rd, South Park, Ilford, Essex, liquidator.

MANGARA EXPLORATION (1909), LTD.—Creditors are required, on or before Nov 24, to send their names and addresses, and the particulars of their debts or claims, to Mr. Alfred Augustus Gingell, 19 and 20, Holborn viaduct, liquidator.

NETHERWOOD, KELSEY & CO, LTD.—Creditors are required, on or before Nov 30, to send their names and addresses, with particulars of their debts or claims, to R. H. B. Heap & W. E. Lambert, 32, Market st, Bradford, liquidators.

NIGERIAN CONSOLIDATED TINFIELDS, LTD. (IN LIQUIDATION).—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Alfred Green, 52, New Broad st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—TUESDAY, Oct 28.

CHEAP POWER SUPPLY AND ENGINEERING CO, LTD.—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Green, 34, Lloyd st, Manchester, liquidator.

ECONOMIC RUBBER WASHING MACHINE CO, LTD.—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to George Watkinson Roberts, 133, Wool Exchange, Coleman st, liquidator.

G. LAMBOURNE, & CO, LTD.—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Chas. W Rooke, 46, Queen Victoria st, liquidator.

HUNYANI RHODESIA TOBACCO PLANTATIONS, LTD.—Creditors are required, on or before Dec 8, to send their names and addresses, and the particulars of their debts or claims, to Edwin James Sloan 377, Salisbury House, London Wall, liquidator.

J. P. JACKSON CO, LTD.—Creditors are required, on or before Dec. 9, to send their names, and addresses, and the particulars of their debts or claims, to Simon Jude, 10, Cook st, Liverpool, liquidator.

NATIONAL ASSOCIATION OF MASTER PLUMBERS' ACCIDENT INSURANCE CO, LTD.—Creditors are required, on or before Nov. 11, to send their names and addresses, and the particulars of their debts or claims, to Mr. W. H. Smith, 92, Hessle rd, Hull, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Oct. 24.

J. P. JACKSON & CO, LTD.
GEORGE FERN, LTD.
BRITISH AND CONTINENTAL CAMPHOR CO, LTD.
GEORGE SIMPSON & CO, LTD.
LEATHER RE-INFORCING PATENTS (FOREIGN RIGHTS), LTD.
WILLIAM GUEST & SON, LTD
MANGARA EXPLORATION (1909), LTD.
EASTERN TRANSVAAL PLANTATIONS, LTD.
OHIO POWER SYNDICATE, LTD.
CLAPTON STEAMSHIP CO, LTD.
NIGERIAN CONSOLIDATED TINFIELDS, LTD.
SKEENA RIVER SYNDICATE, LTD.
CHORLEY AND DISTRICT CLOTHING AND GENERAL SUPPLY CO, LTD.
ASPERA COPPER SYNDICATE, LTD.
PECKHAM CINEMATOGRATH THEATRE, LTD.
EALING CINEMATOGRAPH THEATRE, LTD.
UNITED AFRICA TRADING CO, LTD.
RETFORD HIGH SCHOOL FOR GIRLS CO, LTD.

London Gazette, TUESDAY, Oct. 28.

PETER ENTWISLE, LTD.
LUXOR TRADING CO, LTD.
AUDLEY RING MILL, LTD.
DARWEN SKATING RINK CO, LTD.
BRAZILIAN INVESTMENT SYNDICATE, LTD.
MACHADO GUERRA & CO, LTD.
A. W. HUMPHREY, LTD.
"H. C" HOSIERY CO, LTD.
KATHLEEN STEAMSHIP CO, LTD.
KURANUI CALEDONIAN, LTD.
BAGNALL & HADLEY, LTD.
AFRICAN STEEL SYNDICATE, LTD.
GWLADYS STEAMSHIP CO, LTD.
SIMPANG SUMATRA RUBBER CO, LTD.
ECONOMIC RUBBER WASHING MACHINE CO, LTD.
HUNYANI RHODESIA TOBACCO PLANTATIONS, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 24.

ANTHONY, DAVID. Cardiff Nov 10 Purvis v Hall, Warrington and Sargent, JJ Hall, Cardiff

GRIFFITHS, GEORGE, Darlaston, Stafford, Beerhouse-keeper Nov 19 Griffiths v Evans, Warrington, J Sherrard, Gresham st

HIRSCHEL, ARTHUR FELIX, Belsize av, Hampstead Fur Merchant Feb 28 Thomas Tilling, Ltd v Hirschel, Astbury, J Marsden, King st

London Gazette.—TUESDAY, Oct. 28.

DABBS, GEORGE HENRY ROQUE, Iddesleigh mans, Caxton st, M.D. Dec 2 Symonds v Dabbs, Neville, J Lake, Carey st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 24.

BOND, FLORENCE HOWROYD, Baschurch, Salop Dec 1 Robbins & Co, Strand

BUCKLEY, ANTHONY WILLIAM, Heeley, Sheffield, Silversmith Nov 30 Branson & Son Sheffield

BUTCHER, EMMA FERRIS, Littleton Hall, nr Brentwood, Essex Dec 1 Jones, Lud-gate hill
BUTCHER, SARAH, Braintree, Essex Nov 5 Holmes & Hills, Braintree
CLARK, HARRY, Hastings Oct 31 Dawes & Co, Rye, Sussex
CLIFTON, WILLIAM COMYNS, Romford, Essex Nov 21 Hanbury & Co, New Broad st
CODD, ALFRED LATEWOOD, Rosham, Sussex Nov 30 Staffurth, Bognor
COPLEY, CHARLES, Broomhill, Sheffield Dec 8 Benson & Co, Sheffield
COWAN, CATHERINE ANNABELLA, Bognor Dec 25 Staffurth, Bognor
DIXON, GEORGE, Norwood, Beverley, Corn Merchant Nov 1 Payne & Payne, Hull
EMBREE-HICKS, LOUISE, Sheffield Nov 21 Parker & Co, Sheffield
EVANS, CATHERINE, Southport Nov 1 Cook & Talbot, Southport
FITZEE, ELIZABETH JANE, Grosvenor ter, Camberwell Nov 22 Edell & Co, King st
FLEURY, CHARLES MARLAY, Tidworth, Hants Nov 27 Becher, Bedford row
FORDHAM, CHARLES HILLS, Soham, Cambridge Nov 3 Bye & Ennion, Soham, Newmarket
GEORGE, KATHARINE SARAH, Westbourne st, Hyde Park gdns Dec 1 Houseman & Co, Parliament chmbrs, Great Smith st, Westminster
GRANT, SARAH, Batheaston, nr Bath Nov 28 Stone & Co, Bath
HANCOCK, MARY JANE, Ilfracombe Dec 6 Finch & Chanter, Ilfracombe
HARDENBERG, SARAH ANN, Chingford, Essex Nov 5 Prebble & Hall, Charterhouse st
HECKWORTHY, CHARLOTTE, Ilminster Nov 22 Walter, Ilminster
HENLE, FREDERICK THOMAS HENRY, Harecet, Temple, Barrister at law Nov 30 Morley & Co, Gresham House, Old Broad st
HITCHEN, SAMUEL, Kingsley, Cheshire Dec 1 Dixon & Son, Northwich
HUDSON, THOMAS, Shap, Westmorland, Innkeeper Nov 18 Arnison & Co, Penrith
IBBOTSON, GEORGE, Meersbrook, Sheffield Nov 21 Parker & Co, Sheffield
INMAN, THOMAS LEONARD, Guildford, Chemist Nov 21 Wells, Guildford
JACQUES, HENRY SHARP, Whitehaven, Electrician Dec 1 Brockbank & Co, Whitehaven
JENKINS, FREDERICK, Bognor, Upholsterers' Assistant Nov 30 Staffurth, Bognor
JONES, MORDECAI JOHN MORGAN, Mardy, Glam Dec 1 Royds & Co, Bedford sq
KIRBY, EDWARD HENRY, Sunderland Nov 29 Spink & Brown, York
LEWIS, HARVEY JAMES, Boscombe, Bournemouth Nov 25 Tattersall & Son, Bournemouth
LINLEY, HENRY HOUNSFIELD, Newark Nov 30 Branson & Son, Sheffield
LOVE, JAMES ALLEN, Birkdale, Southport Dec 2 Tucker & Co, Manchester
LOWE, CHARLES FREDERICK, Carisbrooke, I of W Nov 25 Tatham & Co, Queen Victoria st
MACAULIFFE, MAX ARTHUR, Sinclair gdns, West Kensington Nov 24 Adams & Adams, Clement's inn
MARTIN, HARRIETT, Buckland Monachorum, Devon Nov 17 Rodd, East Stonehouse
MARTIN, JOHN, Buckland Monachorum, Farmer Nov 17 Rodd, East Stonehouse
MATHER, BEATRICE KEARSLEY, Durban, Natal, South Africa Nov 24 Morley & Co, Gresham house, Old Broad st
MORTON, HENRY, Cheltenham, Nov 22 Harker & Co, Brighton
MOSCHING, GOTTFRIED, Upper Gloucester pl, Courier Dec 1 Bond, Lower James st
MOTT, WALTER, Westcliff on Sea, Farmer Nov 5 Holmes & Hills, Braintree
NEVE, GEORGE, Sissinghurst, Cranbrook, Kent Nov 4 Neve, Oaklands, Cranbrook
NORTON, BRIDGER, Worthing Dec 1 Bloxam & Co, Lincoln's Inn fields
ODDIE, ANN, St Annes on Sea Nov 24 Render, Harrogate
PHARAOH, CHARLOTTE, Mount Nod rd, Streatham Dec 1 Andrew & Co, Great James st
PLATT, HANNAH, Wednesbury Nov 26 Thursfield, Birmingham
ROYLE, THOMAS, Bolton, Joiner Dec 21 Mawdsley & Hadfield, Southport
LE SAGE, EDWARD GODFREY, Chagford, Devon, Journalist Nov 30 Cox & Son Cannon st
SMITH, CECILIA, Liverpool Nov 21 Cooper & Co, 7, Portman st, Portman sq
SMITH, HARRIELT, Blackpool Dec 4 Chapman & Co, Manchester
SNELGROVE, GEORGINA ELIZABETH, Tunbridge Wells Nov 28 Baileys & Co, Berners st
STEVENS, EMILY ANNA, Folkestone Nov 24 Dimond & Son, Welbeck st
TENNANT, CHARLES, Southsea Nov 25 Rider & Co, New sq
TRATHEN, MATTHEW, Redruth, Cornwall, Gold Miner Nov 26 Rowe, Redruth
TREDEGAR, Viscount, the Rt Hon GODFRYD CHARLES Tredegar pk, near Newport, Mon Nov 25 Rider & Co, New sq
TURNER, FRANK, North Bersted, Sussex Nov 10 Staffurth, Bognor
WALDRON, WALTER BRIND, Bournemouth Nov 24 Romer, Buckiersbury
WALLBRIDGE, JAMES, Westbury on Trym, Bristol Nov 24 Harwood & Co, Bristol
WARE, GEORGE, Bournemouth Dec 5 Bone, Bournemouth
YEATS, EMILY BLAKSLEY, Boscombe, Southampton Nov 29 Grundy & Co, Queen Victoria st

Bankruptcy Notices.

London Gazette—FRIDAY, Oct 24.

RECEIVING ORDERS.

ADAMSON, WILLIAM, York, Dairyman York Pet Oct 21 Ord Oct 21
ATKINSON, FRED GALE, Leeds, Baker Leeds Pet Oct 22 Ord Oct 22
BEAUMONT, FREDERICK, Romford, Essex, Commercial Traveller Chelmsford Pet Sept 24 Ord Oct 22
BOTTERILL, JOHN BENJAMIN, Bromley, Kent Croydon Pet Sept 27 Ord Oct 21
CAUSTON, ERNEST, Argyll pl High Court Pet July 5 Ord Oct 20
COFFIN, FREDERICK WILLIAM, Bishopston, Bristol, Greengrocer Bristol Pet Oct 20 Ord Oct 20
CORNISH, Lieut P V, Horse Guards av High Court Pet Sept 16 Ord Oct 21
COWAN, P S, Colchester, Horse Medicine Manufacturer Colchester Pet Oct 6 Ord Oct 21
CUSSONS, FRANCIS JOSEPH, Darlington, Baker Stockton on Tees Pet Oct 20 Ord Oct 20
DAVID, ARTHUR CHARLES, and GEORGE CHARLES JOHNSON, Bermondsey wall, Slate Merchants High Court Pet Sept 25 Ord Oct 21
DONOGHUE, JAMES, Mountain Ash, Glam, Baker Aberdare Pet Oct 21 Ord Oct 21
EVANS, ARTHUR PERCIVAL Aldershot Guildford Pet Oct 2 Ord Oct 21
FINES, WILLIAM, and THOMAS FINES, Thorpe Morieux, Suffolk, Farmers Colchester Pet Oct 20 Ord Oct 20
FLETCHER, CHARLES ALFRED, Rusholme, Manchester, Manufacturer's Agent Manchester Pet Oct 6 Ord Oct 20
GROVES, ALBERT REUBEN, Crediton, Watchmaker Exeter Pet Oct 22 Ord Oct 22
HALL, EDWARD, Brighton, Traveller Brighton Pet Oct 21 Ord Oct 21
HARNET, EDWARD, Paignton, Devon, Inventor Plymouth Pet Oct 21 Ord Oct 21
HOBSON, FREDERIC CHARLES, Worsborough Dale, nr Barnsley, Traveller Barnsley Pet Oct 20 Ord Oct 20
HUNT, GEORGE JAMES, Bishopsgate, Jeweller High Court Pet Oct 21 Ord Oct 21
JEKYLL, ARTHUR JOSEPH, Threadneedle st, Solicitor High Court Pet Aug 11 Ord Oct 20
LAWRENCE, FREDERICK, St Peter's sq, Hammersmith, Medical Practitioner High Court Pet July 11 Ord Sept 19
PHILLIPS, SAMUEL ROTHSCHILD, Dartmouth rd Brondesbury, Financier High Court Pet Sept 30 Ord Oct 22
POLLARD, PERCY VINER DIXON, Bournemouth, Retail Jeweller Poole Pet Sept 26 Ord Oct 21
PRATT, J G, Aigburth, Liverpool, Poulterer Liverpool Pet Sept 19 Ord Oct 21
RAMSDEN, JONAS RICHARD, Saltaire, Yorks, House Furnisher Bradford Pet Oct 21 Ord Oct 21
ROBINSON, THOMAS RHODES, Idle, Bradford, Saddler Bradford Pet Oct 22 Ord Oct 22
SEAMAN, BESSIE, Weston super Mare Bridgwater Pet Sept 30 Ord Oct 20
SHELTON, JOSEPH THOMAS, Penygraig, Glam, Wholesale Confectioner Pontypridd Pet Oct 20 Ord Oct 20
SMITH, EDITH, Tranmere, Birkenhead Birkenhead Pet Oct 9 Ord Oct 20
SNOWDEN, ARTHUR ROBERT, Great Grimsby, Fish Curer Great Grimsby Pet Oct 20 Ord Oct 20
SOKELL, WALTER, Redcar, Yorks, Commercial Traveller Middlesbrough Pet Oct 20 Ord Oct 20
STEVENSON, RICHARD, St George, Bristol Baker Bristol Pet Oct 21 Ord Oct 21
TATUM, WILLIAM, and JAMES ALFRED TATUM, Shirley, Southampton. Bakers Southampton Pet Oct 21 Ord Oct 21
WALKER, CHRISTOPHER, Blackpool, Printer Blackpool Pet Oct 20 Ord Oct 20
WHIBLEY, GEORGE, Tunbridge Wells, Bootmaker Tunbridge Wells Pet Oct 22 Ord Oct 22
WHITE, ALBERT EDWARD, Hythe, Kent, Motor Engineer Canterbury Pet Oct 22 Ord Oct 22
WHITWHAM, JAMES CLARK, Hemsworth, nr Wakefield Journeyman Slater Wakefield Pet Oct 20 Ord Oct 20
WILLIAMS, MARGARET, Llithfaen, Carnarvon Portmadoc Pet Oct 20 Ord Oct 20

Amended Notice substituted for that published in the London Gazette of Aug 19:

MINNITT, GUY NEVILLE, Clarendon rd, Holland Park Artist Brentford Pet June 27 Ord Aug 14

RECEIVING ORDER RESCINDED.

TULLEY, J, Sutton, Surrey, Builder Croydon Rec Ord April 4 Rsc Sept 18

FIRST MEETINGS.

ADAMSON, WILLIAM, York, Dairyman Nov 3 at 3 Off Rec The Red House, Duncombe pl, York
BALL, WILLIAM THOMAS HENRY, Beswick, Manchester, Clothier Nov 3 at 3 Off Rec, Byrom st, Manchester
BARR, WILLIAM, Bootle, Cumberland, Farmer Nov 4 at 11.15 Court House, Whitehaven
BREED, GEORGE WILLIAM, Norwich, Shoe Manufacturer Nov 3 at 12.30 Off Rec, 8, King st, Norwich
CAUSTON, ERNEST, Argyll pl Nov 3 at 11 Bankruptcy bldgs, Carey st
CORNISH, Lieut P V, Horse Guards av Nov 3 at 1 Bankruptcy bldgs, Carey st
DAVID, ARTHUR CHARLES, and GEORGE CHARLES JOHNSON, 26, Bermondsey wall, Slate Merchants Nov 3 at 12 Bankruptcy bldgs, Carey st
EDMUNDS, JOSEPH, Carnau, nr Bridgend, Glam Collier Nov 3 at 10 Off Rec, 117, St Mary st, Cardiff
GROVES, ALBERT REUBEN, Crediton, Watchmaker Nov 4 at 12 Off Rec, 9, Bedford cir, Exeter
HALL, EDWARD, Brighton, Traveller Nov 1 at 11.30 Off Rec, 12A, Marlborough pl, Brighton
HANKIN, FRANK PERCY, Nottingham, Painter Nov 5 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
HARDIMAN, CAROLINE, Blackpool Nov 3 at 3.15 Derby Arms, Regent sq, Blackpool
HILL, THOMAS ASHBY, North Mimms, Herts, Blacksmith Nov 3 at 3 14, Bedford row
HILLS, WALTER CHARLES, Lynsted, Kent, Fruit Grower Nov 1 at 12.30 Off Rec, 68A, Castle st, Canterbury
HUNT, GEORGE JAMES, Bishopsgate, Jeweller Nov 4 at 1 Bankruptcy bldgs, Carey st
JEKYLL, ARTHUR JOSEPH, Threadneedle st, Solicitor Nov 4 at 12 Bankruptcy bldgs, Carey st

LAWRENCE, FREDERICK, St Peter's sq, Hammersmith Nov 4 at 11.30 Bankruptcy bldgs, Carey st,
LITTLEWOOD, SAMUEL, Sheffield, Insurance Agent Nov 5 at 12 Off Rec, Figtree ln, Sheffield
MCGOWAN, JAMES AMBROSE, Millom, Cumberland, Commission Agent Nov 4 at 11 Court House, Whitehaven
NEWMAN, WILLIAM FRANK, Cwmrhydyceirw, Moriston, Glam, Builder Nov 4 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
OWEN, HUGH, The Abbey Farm, nr Llanrwst, Farmer Nov 7 at 1.30 The Eagles Hotel, Llanrwst
PHILLIPS, SAMUEL ROTHSCHILD, Dartmouth rd, Brondesbury, Financier Nov 5 at 11 Bankruptcy bldgs, Carey st
POLLARD, PERCY VINER DIXON, Bournemouth, Retail Jeweller Nov 3 at 2.30 St Peter's (Small) Hall, Hinton rd, Bournemouth
RAMSDEN, JONAS RICHARD, Saltaire, Yorks, House Furnisher Nov 3 at 11 Off Rec, 12, Duke st, Bradford
ROBINSON, THOMAS RHODES, Idle, Bradford, Saddler Nov 3 at 12 Off Rec, 12, Duke st, Bradford
SHEFFIELD, ALFRED GWYNNE, Wellington, Salop, Ironmonger Nov 6 at 2.30 Charlton Arms Hotel, Wellington
SHELTON, JOSEPH THOMAS, Penygraig, Glam, Wholesale Confectioner Nov 4 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
SMITH, CORNELIUS, Anstey, Leicester, Boot Manufacturer Nov 3 at 3 Off Rec, 1, Berridge st, Leicester
SNOWDEN, FREDERICK JOHN, Falmouth, Baker Nov 3 at 12 Off Rec, 12, Princes st, Truro
TATUM, WILLIAM, and JAMES ALFRED TATUM, Shirley, Southampton, Bakers Nov 3 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton
TONKIN, JOSEPH, Abertysswg, Mon, Coke Filler Nov 1 at 11 Off Rec, 144, Commercial st, Newport, Mon
WAGHORNE, SIDNEY, Ashford, Kent, Butcher Nov 1 at 12 Off Rec, 68A, Castle st, Canterbury
WHIBLEY, GEORGE, Tunbridge Wells, Bootmaker Nov 4 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
WOOLHOUSE SAMUEL, Hillsborough, Sheffield, Undertaker Nov 5 at 12.30 Off Rec, Figtree ln, Sheffield

Amended Notice substituted for that published in the London Gazette of Oct 17.

DAVIES, THOMAS, Gorseinon, Glam, Insurance Agent Oct 2 at 11 Off Rec, Government bldgs, St Mary's st, Swansea

ADJUDICATIONS.

ADAMSON, WILLIAM, York, Dairyman York Pet Oct 21 Ord Oct 21
ATKINSON, FRED GALE, Leeds, Baker Leeds Pet Oct 22 Ord Oct 22
BARTLETT, EDWARD, Kenbury st, Coldharbour ln, Commission Agent High Court Pet July 9 Ord Oct 20
BRADSELL, HENRY, Brecknock rd, Tufnell Park, Publican High Court Pet Sept 19 Ord Oct 21
COFFIN, FREDERICK WILLIAM, Bishopston, Bristol, Greengrocer Bristol Pet Oct 20 Ord Oct 20
COX, JOHN, Dukesthorpe rd, Sydenham, Printer High Court Pet Aug 22 Ord Oct 21
CUSSONS, FRANCIS JOSEPH, Darlington, Baker Stockton on Tees Pet Oct 20 Ord Oct 20
DONOGHUE, JAMES, Mountain Ash, Glam, Baker Aberdare Pet Oct 21 Ord Oct 21
FINES, WILLIAM, and THOMAS FINES, Thorpe Morieux, Suffolk, Farmers Colchester Pet Oct 20 Ord Oct 20
FLETCHER, CHARLES ALFRED, Rusholme, Manchester, Manufacturer's Agent Manchester Pet Oct 6 Ord Oct 21
GILL, JOHN, Wakefield, Ironfounder Wakefield Pet Oct 8 Ord Oct 20
GREGOIRE, ALBERT VICTOR, Broadstairs, Kent, Schoolmaster Canterbury Pet Sept 6 Ord Oct 21
GROUT, JOHN, Wolverhampton, Physician Wolverhampton Pet Sept 2 Ord Oct 20
GROVES, ALBERT REUBEN, Crediton, Watchmaker Exeter Pet Oct 22 Ord Oct 22
HALL, EDWARD, Brighton, Traveller Brighton Pet Oct 21 Ord Oct 21
HARNETT, EDWARD, Paignton, Inventor Plymouth Pet Oct 21 Ord Oct 21
HOBSON, FREDERICK CHARLES, Worsborough Dale, nr Barnsley, Yorks, Traveller Barnsley Pet Oct 20 Ord Oct 20
MAIDE, ERNEST GEORGE, Bow, Devon, Farmer Exeter Pet Oct 14 Ord Oct 21
MCGOWAN, JAMES AMBROSE, Millom, Cumberland, Commission Agent Whitehaven Pet Sept 24 Ord Oct 17
RAMSDEN, JONAS RICHARD, Saltaire, Yorks, House Furnisher Bradford Pet Oct 21 Ord Oct 21
ROBINSON, THOMAS RHODES, Idle, Bradford, Saddler Bradford Pet Oct 22 Ord Oct 22
SCHROATER, ELIZA DORIS, Bath Bath Pet Aug 12 Ord Oct 20
SEEGER, HANS LUDWIG, Queen's gdns, Lancaster Gate High Court Pet April 1 Ord Oct 16
SHELTON, JOSEPH THOMAS, Penygraig, Glam, Wholesale Confectioner Pontypridd Pet Oct 20 Ord Oct 20
SNOWDON, ARTHUR ROBERT, Great Grimsby, Fish Curer Great Grimsby Pet Oct 20 Ord Oct 20
SOKELL, WALTER, Costham, Redcar, Yorks, Commercial Traveller Middlesborough Pet Oct 20 Ord Oct 20
STEAD, HENRY, JOHN THOMAS CLARK, and RICHARD BELLAMY SHEPPARD, Leeds, Typewriter Dealers Leeds Pet Sept 19 Ord Oct 20
STEVENSON, RICHARD, St George, Bristol, Baker Bristol Pet Oct 21 Ord Oct 21
TATUM, WILLIAM, and JAMES ALFRED TATUM, Shirley, Southampton, Bakers Southampton Pet Oct 21 Ord Oct 21
WALKER, CHRISTOPHER, Blackpool, Printer Blackpool Pet Oct 20 Ord Oct 20
WARD, GEORGE LOUIS STUART, Paignton High Court Pet Sept 5 Ord Oct 22
WHARTON, CHRISTOPHER WILLIAM, Praed st, Paddington, Boot Dealer High Court Pet Oct 10 Ord Oct 22
WHIBLEY, GEORGE, Tunbridge Wells, Bootmaker Tunbridge Wells Pet Oct 22 Ord Oct 22
WHITE, ALBERT EDWARD, Hythe, Kent, Motor Engineer Canterbury Pet Oct 22 Ord Oct 22
WHITWHAM, JAMES CLARK, Hemsworth, nr Wakefield, Journeyman Slater Wakefield Pet Oct 20 Ord Oct 20
WILLIAMS, MARGARET, Aelfryn Llithfaen, Carnarvon Portmadoc Pet Oct 20 Ord Oct 20
WILSON, HERBERT WILLIAM, West Derby, Liverpool, Consulting Engineer Liverpool Pet Aug 30 Ord Oct 22

ADJUDICATIONS ANNULLED.

ORGAN, JOHN, Llanellen, Mon, Hawker Hereford Adjud Mar 8, 1895 Annul Oct 14, 1913
FOSTER, SWIRK, Morecambe, Lancs, Coachbuilder Preston Adjud Feb 19 Annul Oct 21